This is the piece that completes
Roll # 68

End of Roll # 68

RECEIVED
AUG 6 - 1954
FOR FILING

5-152 (1)

4004

August 4, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on July 31, 1954 on Contract No. 4004, Summit Section, in Tillamook County, in connection with Federal Aid Project No. S-152 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DBP:dw

cc: John Cattrall

Form E-1

S-152 (1)
4004

P

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 31, 1954

Section Summit

Kind of work Grading

Highway Hemlock-Sand Lake Co. Road

Section prefix 529-1053

Contractor Grimstad & Vanderveldt

Contract number 4004

Date of contract August 6, 1954

Date of completion July 31, 1954

Date work started February 22, 1954

Estimated date of completion , 19

Project auth., less engineering Amount of contract $ 49,291.61

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $ 51,000.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 3590, 95 %

Date project was completed July 31, 1954

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The contractor completed the project Saturday around 3 P.M. Considering the weather that they had to combat and the mud that had to be pushed around I think the project looks fairly good. I do not look for any trouble with the fills other than erosion.

NOTED
H. G. SMITH

We have some remeasure to take and reference ~~tc~~ curve points on the right-of-way line and the field work will be completed.

We will have the semi-final in as soon as possible.

RECEIVED
AUG 6 1954
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
FORREST CO

Signed B P Huntley

Address Box 37, Newport

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.7				
Miles partially completed	XXX				
Miles completed	0.7				
Total estimated quantities	75,000				
Estimated quantities moved or placed to date	75,000				
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	12				
Average force on project for week	4				

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....1...., Power graders ....1...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., Cat & Carryall . 1 . . .., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

RECEIVED
MAR 17 1954
FOR FILING

Telephone 1592 J. or 3F42

GRIMSTAD & VANDERVELDT

General Contractors
749 Ninth St.
ASTORIA, OREGON

5-152(1)

4009

March 15, 1954

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

We would appreciate very much the return of our check in the amount of $1,300.00, which was our bid deposit on the Hemlock - Sand Lake Road. We have signed the contract, No 4004, and furnished a performance bond.

Very truly yours,

Grimstad & Vanderveldt

By G. Johanson

Query endorsements?

returned to them 3-15-54
XG

NOTED
H. B. GLAISYER

RECEIVED
MAR 17 1954
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 2 1954
FOR FILING

S-152(1)

4004

March 1, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on February 22, 1954 on Contract No. 4004, Summit Section, in Tillamook County, in connection with Federal Aid Project No. S-152 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DBP:tp

1136

RECEIVED
MAR 8 1954
FOR FILING

S-152(1)

4004

Form PR 2 (Revised 1950)

State Oregon

Federal Aid Secondary Project No. S-152(1)

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 19th day of February, 1954, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads; Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 24th day of June, 1953, a program, which was approved on the 17th day of July, 1953, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were ~~recommended for approval~~ approved by the District Engineer of the Bureau of Public Roads on the 22nd day of July, 1953; and

Whereas the ~~Division~~ District Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of thirty thousand, six hundred and 00/100 dollars ($30,600.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State **Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939.** (Include date and citation of act of legislature by which authorized)

(*b*) From other sources **Cash deposited by Tillamook County with the Highway Department.** (State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between **survey station 137+50 in the SE 1/4, Section 10, T. 3 S., R. 10 W., W.M., and survey station 174+50 in the SW 1/4, said Section 10, without exception,** length **0.701** miles, in **Tillamook** County, being **Oregon Federal Aid / Secondary** project No. **S-152(1)**, consisting of **0.701** miles of roadway and **no** bridges, ~~[illegible]~~ of more than 20 feet clear span, ~~[illegible]~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

DIVISION 8 RECEIVED FEB 19 1954

OREGON DISTRICT RECEIVED JAN 5 1954

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of thirty thousand, six hundred and 00/100 dollars ($30,600.00), which does not exceed the authorized Federal pro rata share of fifty-one thousand, eight hundred eighty-five and 90/100 dollars ($51,885.90), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Bureau of Public Roads shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest

SECRETARY

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Ben R Chandler
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By
Acting *Division Engineer,*
Bureau of Public Roads.

DIVISION ★ RECEIVED FEB 19 1954

OREGON DISTRICT ★ RECEIVED FEB 18 1954

Oregon State Highway Department

Federal Aid Secondary
Project No. S-152 (1)

SUMMIT SECTION OF THE
HEMLOCK-SAND LAKE ROAD IN TILLAMOOK COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, October 29, 1953

Type Code 0010
Roadway (Sta. 137+30 to Sta. 174+50)(Contract No. 4004)

All Required		Clearing and Grubbing		$10,000.00
520	cu. yds.	Structural Excavation, Unclassified	$ 2.00	1,040.00
80,000	cu. yds.	General Excavation, Unclassified	0.25	20,000.00
249,000	yd. stas.	Short Overhaul	0.015	3,735.00
4,400	C-yd. stas.	Long Overhaul	0.50	2,200.00
0.70	mile	Finishing Roadbed and Slopes	600.00	420.00
76	lin. ft.	18-inch Corrugated Metal Pipe	4.00	304.00
250	lin. ft.	24-inch Extra Strength Corrugated Metal Pipe	9.00	2,250.00
260	lin. ft.	30-inch Corrugated Metal Pipe, 10 Gauge	13.00	3,380.00
60	lin. ft.	Salvaging Culvert Pipe	3.00	180.00
250	lin. ft.	6-inch Perforated Metal Drain Pipe	2.00	500.00
320	lin. ft.	8-inch Perforated Metal Drain Pipe	3.00	960.00
220	cu. yds.	3/8" - 0 Backfill in Drains	10.00	2,200.00
			Subtotal	$47,169.00
			10% Engr. & Cont.	4,716.90
			Total	$51,885.90

Length of Roadway	0.701 mile
Cost per Mile	$74,016.97

Federal Funds	$30,600.00
State Funds	10,200.00
County Funds	11,085.90
	$51,885.90

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
Funds for Maintenance: Chap. 529, laws 1939

Note: Cash has been deposited by Tillamook County with the Highway Department.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-152 (1)

SUMMIT SECTION

OF THE HEMLOCK-SAND LAKE ROAD IN TILLAMOOK COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, July 16, 1953

Type Code 0010
Roadway (Sta. 137+50 to Sta. 174+50)

All Required		Clearing and Grubbing		$10,000.00
520	cu. yds.	Structural Excavation, Unclassified	$ 3.00	1,560.00
80,000	cu. yds.	General Excavation, Unclassified	0.40	32,000.00
249,000	yd. stas.	Short Overhaul	0.02	4,980.00
4,400	C-yd. stas.	Long Overhaul	0.50	2,200.00
0.70	mi.	Finishing Roadbed and Slopes	800.00	560.00
76	lin. ft.	18-inch Corrugated Metal Pipe	4.75	361.00
250	lin. ft.	24-inch Extra Strength Corrugated Metal Pipe	8.00	2,000.00
260	lin. ft.	36-inch Corrugated Metal Pipe, 10 Gauge	12.50	3,250.00
60	lin. ft.	Salvaging Culvert Pipe	2.00	120.00
250	lin. ft.	6-inch Perforated Metal Drain Pipe	2.25	562.50
320	lin. ft.	8-inch Perforated Metal Drain Pipe	2.50	800.00
220	cu. yds.	3/8" - 0 Backfill in Drains	6.00	1,320.00
			Subtotal	$59,713.50
			10% Engr. & Cont.	5,971.35
			Total	$65,684.85

Length of Roadway	0.701 mile
Cost per Mile	$93,701.64

Federal Funds	$30,600.00
State Funds	10,200.00
County Funds	24,884.85
	$65,684.85

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

July 22, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project S-152(1), Summit Section of the Hemlock-Sand Lake Road in Tillamook County.

This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending notification all rights of way or rights of entry have been acquired.

Please furnish the usual copies of county maintenance and encroachment resolutions.

Very truly yours,

C G Polk

C. G. Polk
District Engineer

July 22, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project S-152(1), Summit Section of the Hemlock-Sand Lake Road in Tillamook County.

This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending notification all rights of way or rights of entry have been acquired.

Please furnish the usual copies of county maintenance and encroachment resolutions.

Very truly yours,

C. G. Polk
District Engineer

August Schollmeyer, County Commissioner

Wesley Shulmerich, County Commissioner

S-152(1)

TILLAMOOK COUNTY
O. E. EFFENBERGER, County Judge
TILLAMOOK, OREGON

July 22, 1953

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Tillamook County, by this letter, agrees to place base rock and a medium type oil mat wearing surface upon the Summit Section of the Hemlock-Sand Lake County Road, FAS 615. This base rock and oil mat wearing surface will be placed by county forces at county expense in accordance with Oregon State Highway Department specifications. Work shall commence immediately following completion of the grading and drainage to be constructed as Oregon Project S-152(1) and shall proceed to completion as rapidly as weather permits.

Very truly yours,

TILLAMOOK COUNTY COURT

O. E. Effenberger
County Judge

August Schollmeyer
County Commissioner

CC:bb

RECEIVED
1953
ENGINEER

RECEIVED
SEP 11 1953
FOR FILING

[illegible]
4004

September 10, 1953

Grimstad & Vanderveldt
749 Ninth Street
Astoria, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4004, which was awarded to you on August 6, 1953 by the State Highway Commission, for grading on the Summit Section of the Hemlock-Sand Lake Road in Tillamook County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
AUG 25 1953
FOR FILING

S-152(1)
4004

August 25, 1953

REGISTERED MAIL

Grimstad and Vanderveldt
749 Ninth Street
Astoria, Oregon

Gentlemen:

Your Contract No. 4004 for grading on the Summit Section of the Hemlock-Sand Lake County Road in Tillamook County has been received in this office fully executed.

We are, therefore, returning your Certified Check No. 2161, your No. 10960, drawn on the Astoria Branch of The First National Bank of Portland in the amount of $2,500.00 which you submitted with your proposal on August 6, 1953.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md
Enc.

cc - Mr. John Herr
Accounting Division

RECEIVED
AUG 11 1953
FOR FILING

3-152(1)

4004

August 10, 1953

Grimstad & Vanderveldt
749 Ninth St.
Astoria, Oregon

Gentlemen:

The State Highway Commission on August 6, 1953, awarded to you State Highway Contract No. 4004 for grading on the Summit Section of the Hemlock-Sand Lake Road Highway in Tillamook County. This award was based on your bid of $47,169 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]
Enc.
cc: H. G. Smith
S. H. Probert
SLAC W. M. Franzwa

FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

S-152(1)

4004

August 6, 1953

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Mr. Baldock:

This is to advise of our prior verbal concurrence as of this date in award of contract for Oregon Project S-152(1), Summit Section, Hemlock-Sand Lake Road, to Grimstad & Vanderveldt of Astoria, Oregon, low bidder in the amount of $47,169.00 at the August 6, 1953 bid opening.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

RECEIVED
[illegible] 1953
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

file

Court
Rd
Co. Rds
Tillamook

HWY. CONTRACTS and
AGREEMENTS No. 1502

Salem, Oregon
July 29, 1953

Mr. John W. Cattrall
City & County Relations Dept.
Office

Attached hereto for further handling are five certified copies of a Maintenance Agreement and one conformed copy of a Finance Agreement with the County of Tillamook covering the Summit Section of the Hemlock-Sand Lake County Road, FAS 618.

The original of each of the above agreements has been retained in this office for the Commission's files and one fully executed copy of each has been sent to the Tillamook County Court.

Yours very truly,

Secretary

rn
Attach: 6

RECEIVED
1953
FOR FILING

July 29, 1953

County Court of Tillamook County
Court House
Tillamook, Oregon

Gentlemen:

We are enclosing herewith for the records and files of Tillamook County one fully executed copy each of a Maintenance Agreement and Finance Agreement between the State Highway Commission and Tillamook County covering the Summit Section of the Hemlock-Sand Lake County Road, FAS 618.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 2

FORM E-20 37,000 4-52 [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 23, 1953

SUBJECT:

To: Mr. W. C. Williams ✓
OFFICE

REFERRED TO
Glaisyer

Attached are three copies of a finance agreement signed by the Tillamook County Court covering the Summit Section of the Hemlock-Sand Lake County Road, FAS 618, in Tillamook County.

Two copies have been executed by the county and are now ready for presentation to the Highway Commission.

John W. Cattrall
Engineer, County and City Relations

By John D. Graham

John D. Graham
Office Engineer

JDG:MM
Att.

Bids are to be received for this job on Aug 6. 1953
F. Query

REFERRED TO
BY SECRETARY

FORM E-90 37,000 4-52

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 23, 1953

SUBJECT:

To: Mr. W. C. Williams
OFFICE

RED TO
Glaisyer

Attached are seven copies of a maintenance agreement executed by the county covering the Summit Section of the Hemlock-Sand Lake County Road, FAS 618, in Tillamook County.

After signature by the Highway Commission, please return five either fully executed or certified true copies to this office for transmittal to the B.P.R.

John W. Cattrall
Engineer, County and City Relations

By

John D. Graham

John D. Graham
Office Engineer

JDG:MM
Att.

REFERRED TO

[illegible] Maxwell [illegible] [illegible] [illegible] . [illegible]

[illegible]

RECEIVED
FOR FILING
30-1302

OREGON STATE HIGHWAY DEPARTMENT
(date)
MAY 6, 1954

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
4005	6-FINAL	WELLS & RAY

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
8798	R 93679	$ 549.39	5/6/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: March 31, 1954

Time Extensions: [illegible]

Completion Date: March 5, 1954

Date Accepted: April 1, 1954

Penalties: None of record

Claims: None of record

Remarks:

Date: 5-7-54

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

By Floyd Query
Assistant Secretary

5-7-54, gl

Warrant Mailed: MAY 7
JBA

RECEIVED
APR 15 1954
FOR FILING

[illegible]

4005

April 14, 1954

Fireman's Fund Indemnity Co.
401 California St.
San Francisco 20, Calif.

Gentlemen:

State Highway Contract No. 4005 covering the Maxwell Canal Bridge widening on the Old Oregon Trail in Umatilla County was completed by the contractor, Wells & Ray, on March 5, 1954 and was formally accepted by the Highway Commission on April 1, 1954.

Final payment in the amount of $549.39 will be released to the contractor on or after April 24, 1954. The total contract amount is $5,645.64, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Fireman's Fund Indemnity Co.
George J. Campbell
Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD
4-14-54

RECEIVED
SEP 29 1953
FOR FILING

[illegible]

4005

September 28, 1953

Wells & Ray
760 E. Ridgeway
Hermiston, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 4005, which was awarded to you on August 6, 1953 by the State Highway Commission, for widening the Maxwell Canal Bridge on the Old Oregon Trail in Umatilla County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

Recorded 9/28, [illegible]

RECEIVED
SEP 18 1953
FOR FILING

20-1102

4005

September 18, 1953

REGISTERED MAIL

Wells & Ray
760 East Ridgeway
Hermiston, Oregon

Gentlemen:

Your Contract No. 4005 for the Maxwell Canal Bridge widening job on the Old Oregon Trail near Hermiston in Umatilla County has been received in this office fully executed.

We are, therefore, returning your Cashier's Check No. 49-27 in the amount of $350.00 which you submitted with your proposal on August 6, 1953.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md
Enc.

cc - Accounting Division

RECEIVED
AUG 11 1953
FOR FILING

[illegible]

[illegible]

August 10, 1953

Wells & Roy
760 E. Ridgway
Hermiston, Oregon

Gentlemen:

The State Highway Commission on August 6, 1953, awarded to you State Highway Contract No. 4005 for widening the Maxwell Canal Bridge on the Old Oregon Trail Highway in Umatilla County. This award was based on your bid of $6,050 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mm
Enc.

cc: H. G. Smith
S. H. Probert
SIAC W. M. Franzwa
G. S. Paxson

20-3410 Machine Maintenance Bldg. 1973
Addition.
#1 [illegible]

30-3410 Meacham Maintenance Bldg. 1973
Addition.
#1006

RECEIVED
JAN 20 1955
~~FOR FILING~~

3C-3410
400

OREGON STATE HIGHWAY DEPARTMENT
(date)
January 7, 1955

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
4006	4-Final	R. H. Jones	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
27627	R-112771	$ 1,809.15	1/7/55

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION
Ruth Rawlings

Specified Completion Date: Nov. 30, 1953

Time Extensions: to Oct. 31, 1954 without penalty

Completion Date: Oct. 31, 1954

Date Accepted: Dec. 7, 1954

Penalties: None of record

Claims: None of record

Remarks:

Date: 1-10-55

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

[illegible] ON CARD

Warrant Mailed: Ruth Rawlings

RECEIVED
DEC 17 1954
FOR FILING

30-3410

December 15, 1954

Mr. R. H. Jones
Route 1, Box 258
Hillsboro, Oregon

Dear Sir:

The State Highway Commission, at its meeting held on December 7, had under discussion your request for an extension of time from March 1, 1954 to October 31, 1954 within which to complete your contract No. 4006, for construction of maintenance building at Meacham, Umatilla County.

We are pleased to inform you that the State Highway Commission granted your request without penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: [illegible]. F. Parson,
Division Engineer

Lyle A. Peterson,
Resident Engineer

G. S. Paxson,
Assistant State Highway Engineer

RECEIVED
NOV 23 1954
FOR FILING

30-3410
4006

November 23, 1954

Continental Casualty Company
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

State Highway Contract No. 4006 for construction of Meacham Maintenance Building in Umatilla County was completed by the contractor, R. H. Jones, on October 31, 1954 but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $1,809.15 will be released to the contractor after acceptance by the Commission. The total contract amount is $19,009.60 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: C. A. Tomassene & Sons
1002 Cascade Bldg.
Portland 4, Oregon

NOTED ON CARD
11-23-54 gl

RECEIVED
NOV 23 1954
FOR FILING

November 15, 1954

Request for extension of time
No. 12
December 7 and 8 meeting.

Oregon State Highway Commission

Gentlemen:

Re: Meacham Maintenance Building
Addition, Contract No. 4006

R. M. Jones, contractor on the Meacham Maintenance Building Addition, in Umatilla County, has requested a second extension of time from March 1, 1954, to October 31, 1954, in which to complete the contract.

This building was completed before the specified completion date and has been occupied by State forces since November 30, 1953. The delay in completing the contract was caused by the installation of a defective furnace by a subcontractor. After much effort on the part of the contractor to correct the defects, he finally decided to replace the furnace with a new one.

As the building was occupied and in use by State forces by the specified completion date, it is recommended that this extension of time be granted without penalty to the contractor. This is a State project and does not require the concurrence of the Bureau of Public Roads.

Very truly yours,

R. H. Baldock
State Highway Engineer

PMS/ds

Attached

RECEIVED

FOR FILING

R

110

April 9, 1954

Mr. F. M. Jones
Route 1, Box 258
Hillsboro, Oregon

Dear Sir:

The State Highway Commission, at its meeting held on April 1, 1954, had under discussion your request for an extension of time from November 30, 1953 to March 1, 1954 within which to complete your contract No. 4006, for construction of Meacham Maintenance Building in Umatilla County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: A. F. Parson,
Division Engineer

H. M. Toel,
Resident Engineer

G. S. Paxson,
Assistant State Highway Engineer

RECEIVED
MAR 5 1954
FOR FILING

30-34

March 3, 1954

Request for extension of time
No. 1
April 1 and 2 meeting.

Oregon State Highway Commission

Gentlemen:

Re: Meacham Maintenance Building
Addition in Umatilla County
Contract No. 4006

Herewith a request for an extension of time from November 30, 1953, to March 1, 1954, in which to complete the work on the Meacham Maintenance Building Addition, H. M. Jones, contractor.

This building was completed before the specified completion date and has been occupied by State Forces since November 30, 1953. The delay in completing the work has been caused by adjustments to the furnace. The contractor has been very cooperative and has taken care of all adjustments as soon as they occurred.

It is recommended that this extension of time be granted without penalty to the contractor. This is a State Project and does not require the concurrence of the Bureau of Public Roads.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached

PMS/ds

RECEIVED
SEP 11 1953
FOR FILING

30 - 241
4006

September 10, 1953

Mr. R. H. Jones
Route 1, Box 258
Hillsboro, Oregon

Dear Sir:

We enclose herewith three fully executed copies of contracts awarded to you by the State Highway Commission, as follows:

Contract No. 4000, for constructing Sisters Maintenance Building, Deschutes County, awarded August 6, 1953.

Contract No. 4006, for constructing Meacham Maintenance Building Addition in Umatilla County, awarded August 6, 1953.

Contract No. 4011, covering Umatilla River Bridge redecking on the Oregon-Washington Highway in Umatilla County, awarded August 7, 1953.

Copies of the above contracts are also being sent to the surety on your performance bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls.

RECEIVED
AUG 11 1953
FOR FILING

30-341
4006

August 10, 1953

Mr. R. H. Jones
Rte. 1, Box 256
Hillsboro, Oregon

Dear Mr. Jones:

The State Highway Commission on August 6, 1953, awarded to you State Highway Contract No. 4006 for construction of the Meacham Maintenance Building Addition in Umatilla County. This award was based on your bid of $18,810 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mm
Enc.

cc: H. G. Smith
S. H. Probert
SIAC W. M. Franzwa
G. S. Paxson

RECEIVED
JUN [illegible] 1953
FOR FILING

30-34

4

4-V

June 25, 1953

Oregon State Highway Commission

Gentlemen:

In our approved 1953 budget there is included an item of $25,000 for the construction of employees' housing at Meacham.

We now have a report and recommendation from both Mr. Parson, Division Engineer, and Mr. Smitton, District Maintenance Superintendent at Pendleton, that the above funds be utilized for the necessary expansion and modernization of our equipment storage building, which is rather inadequate in many respects. The heating system (two wood stoves) is the same as originally constructed about 20 years ago. The storage bays are only 24 feet deep, which is insufficient to accommodate a heavy truck with a plow mounted when repairs are necessary. This is more important than the employees' housing, which will be placed in next year's budget.

It is recommended that you approve the utilization of $17,000 of the above funds as the estimated cost to construct four 14-foot storage bays, 30 feet in depth, with modern toilet facilities and a furnace for heating the storage bays, for seven large trucks operated from this headquarters during the winter season. With your approval, the project could probably be contracted at the August meeting, specifying that construction be completed by December 15.

This item will be on the agenda for the next meeting.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. W. Stiffler

WWS:er fp

FORM E-30 25M 9-51 52315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 22, 1953

SUBJECT: Proposed Shop Unit at Meacham

To: Mr. W. W. Stiffler
Assistant State Highway Engineer
Office

Dear Sir:

Mr. Smitton and Mr. Parson advise that they need a Shop unit at Meacham much more than they need employee housing. They asked if they could substitute a 36' deep masonry block shop unit with uplift doors and furnace heat for construction this year and that the employee housing previously suggested be postponed to 1954.

The present shop unit is 28' deep - it is not possible to drive snowplow units inside for repairs - the door cannot be closed. The present wood stove is inadequate to heat the building, built of corrugated iron and repairs made in cold weather cause delay. The 28' deep storage bays do not accommodate snowplow trucks now in use and equipment stored in the open is started by towing - a practice that delays snowplow operation and is hard on equipment.

I would recommend 4-14' bays with 8' furnace, toilet and lock storage unit between - 36 feet deep. Such a unit 36'x70' (2520 sq.ft.) at $5.00+12½% = $14,175. There would be some yard expense and the present building would have to be moved. The three end bays including the present dormitory unit can be moved to the northwest corner of our lot. The remaining three bays would be moved to the west in line with the new units to afford storage for small equipment - for salt, barrels etc. This would cost approximately $2,000 so the total cost would be approximately $17,000.

For several winters we have maintained 7 large trucks at Meacham including sanders and plows and this plan would offer warm storage for all 7 and the three additional old bays for miscellaneous small equipment - for materials, supplied etc.

The other three bays in the northwest corner would be utilized as before for cots and sleeping quarters for a few single men. If this plan meets your approval, we will get details needed by Mr. Paxson for design, so that contract may be let at the August 6-7 meeting. The construction should be completed by December 6 and, beginning August 6 this would leave contractor only 150 days working time.

We attach a copy of Mr. Parson's letter.

Very truly yours,

WWS File

I. A. DeFrance
Assistant Maintenance Engineer

IAD:db
cc- Encl.

FORM E-30 25M 8-51 82319

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
June 19, 1953

SUBJECT:

To: Mr. I. A. DeFrance
Assistant Maintenance Engineer
Salem, Oregon

Dear Mr. DeFrance:

Reference is made to our $25,000.00 in the Betterment Budget for the construction of employee's housing at Meacham.

It is recommended that this money be transferred to the construction of a five bay storage building to replace the present old obsolete building. The present building is impossible to heat and is too short for our large snow removal equipement. We can get along for another winter without the housing, but it is costing us money to continue to try to get along with the old maintenance building. Time is also short to get the design for housing and final approval, whereas the storage building can be of standard design.

We have three bays in the present new building which is 32 feet wide. The new proposed building should be 36 feet wide in order to allow room to get the large sanders and rotary plow inside. We have three small plows, two sanders, one motor grader, one rotary, and a pickup, plus salt to store so our total storage space should be eight bays plus the heating unit space. The doors for the rotary and sanders should be 14 feet wide. One bay to be used as a shop and storage.

The construction of the housing units can be deferred until next year and it is recommended that this be done.

Very truly yours,

A. F. Parson
Division Engineer

AFP:gb
cc: L. C. Smitton

STATE OF OREGON

MICROFILMED PUBLIC RECORD

(In accordance with the provisions of ORS 192.040 through 192.070)

Name of Agency: Oregon Dept. of Transportation

Title of Record Series: Construction Contracts

Arrangement of Records: By Contract Number

Index:

INDEXING: Begins with: Contract# 3951 Ends with: Contract# 4006

FLASH CARDS: Begins every Contract

Remarks:

Reel No. #68 Reduction Ratio 21:1 Project No.

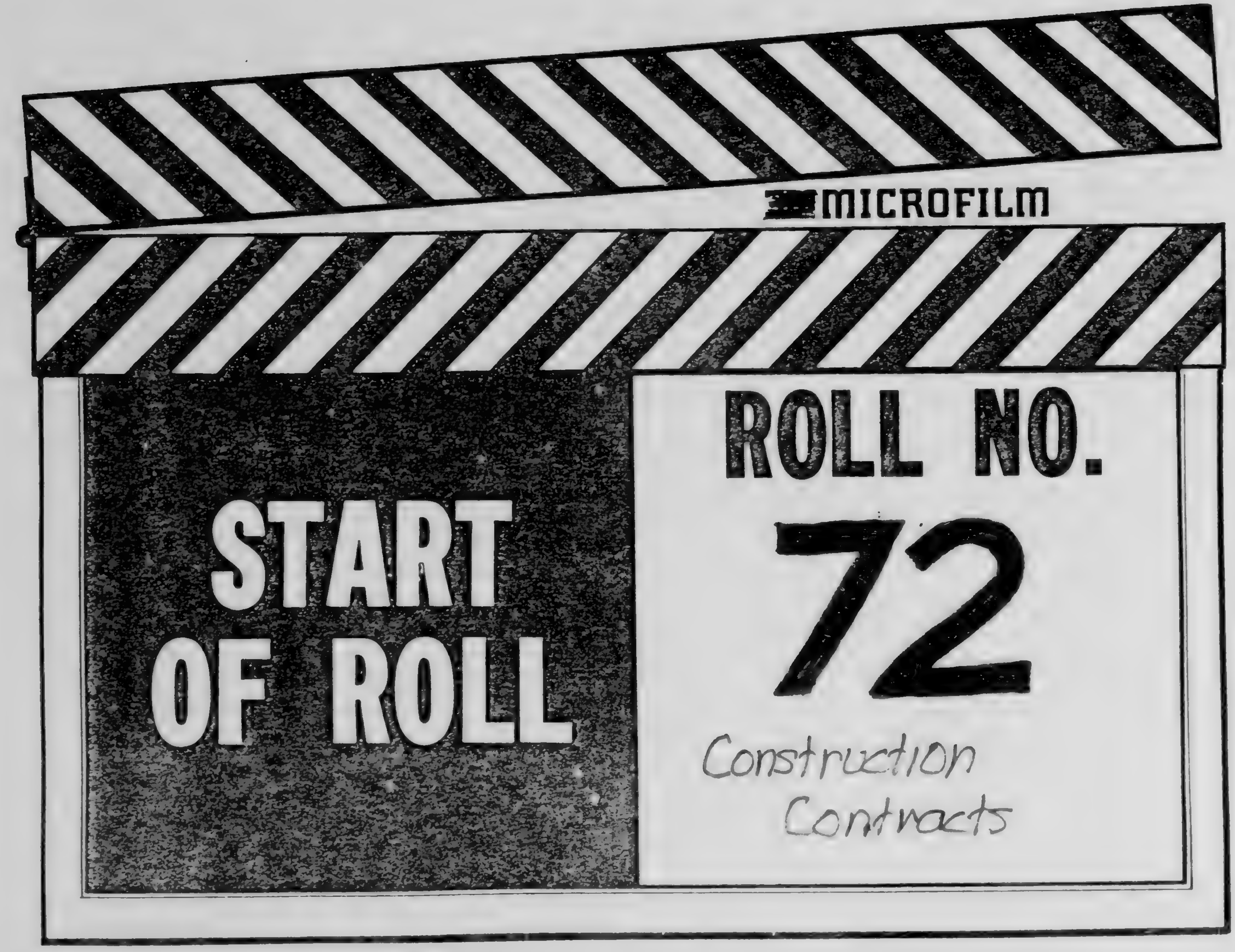
Camera: Name Bell & Howell Model File Master Film Recordak AHU MICROFILM 1460

CAMERA OPERATOR'S CERTIFICATE

Certification: I hereby certify that I have on this 19th day of December 19 80 photographed the documents appearing on this roll of film, that they are true copies of documents, found in the record file described above, and that the integrity of the above described record file has been maintained on the film by microfilming each document in the exact order in which it was found in the file - with the exception, if any, of documents omitted because of technical difficulties and/or by error, as indicated on the film in the cross-reference notes or retake certificate.

I hereby further certify that the microfilm on which these documents are recorded was procured as permanent film of the slow burning cellulose ester or polyester type known as safety photographic film, conforming to applicable standards of the American National Standards Institute; and that the processing conforms to the standards for permanent film; and that samples of film processed by this service are periodically tested.

Signature



START OF ROLL

ROLL NO.

72

Construction Contracts

S-169(1) West Unit, Alicel Jct.-Cove 1934
Sec. of the Lower Cove County
4119. Road.

RECEIVED
OCT 20 1954
FOR FILING

5-169 (1)
4194

OREGON STATE HIGHWAY DEPARTMENT
(date)
Oct. 18, 1954

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
4194	3-final	RUSSELL OLSON CONSTR. CO.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
21234	R-106405	$ 998.23	10/15/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Aug. 31, 1954

Time Extensions: None

Completion Date: Aug. 12, 1954

Date Accepted: Sep. 23, 1954

Penalties: None of record

Claims: None of record

Remarks:

Date: 10-18-54

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
H. B. Glaisyer
Secretary

NOTED ON CARD
10-19-54

Warrant Mailed: OCT 19 1954

RECEIVED
OCT 8 - 1954
FOR FILING

5-[illegible]

October 8, 1954

The Home Indemnity Co.
L. M. Thompson, Manager
520 Lumbermens Bldg.
Portland 4, Oregon

Gentlemen:

Under date of October 7 we informed you that the amount of the final payment to Russell Olson Construction Co.,Inc., in connection with contract No. 4194, was $33,274.29. This sum was the total contract amount. The final payment should have been shown as $998.23.

We trust this error has not inconvenienced you.

Respectfully yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

The card from [illegible] div. was made out wrong. [illegible] Lewis [illegible]

FE

William C. Smi 7, 1954
c/o Claude Rem
Route 1, Box 2
Toledo, Oregon

NOTED
H. B. GLAISYER

Gentlemen:

State Highway Contract No. 4194 for oiling on the West Unit, Alicel Junction-Cove Section of the Lower Cove Road in Union County was completed by the contractor, Russell Olson Construction Co., Inc., on August 12 and was formally accepted by the Highway Commission on September 23, 1954.

Final payment in the amount of $33,274.29 will be released to the contractor on or after October 18, 1954. The total contract amount is $33,274.29 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Penland-Williamson Agency
106 S. E. 1st St.
Pendleton, Oregon

NOTED ON CARD
10-7-54 S

RECEIVED
OCT 8 - 1954
FOR FILING

5-14.1(1)
11-1.

October 7, 1954

The Home Indemnity Co.
L. M. Thompson, Manager
520 Lumbermens Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 4194 for oiling on the West Unit, Alicel Junction-Cove Section of the Lower Cove Road in Union County was completed by the contractor, Russell Olson Construction Co., Inc., on August 12 and was formally accepted by the Highway Commission on September 23, 1954.

Final payment in the amount of $33,274.29 will be released to the contractor on or after October 18, 1954. The total contract amount is $33,274.29 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Penland-Williamson Agency
106 S. E. 1st St.
Pendleton, Oregon

NOTED ON CARD

10-7-54 g

Form PR 2 (Revised 1950)

1412

State Oregon

Federal Aid Secondary Project No. S-169(1)

U. S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 8th day of October, 1954, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 26th day of February, 1954, a program, which was approved on the 11th day of March, 1954, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were ~~recommended for approval~~ approved by the District Engineer of the Bureau of Public Roads on the 26th day of April, 1954; and

Whereas the ~~Division~~ District Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of twenty-three thousand, two hundred and 00/100 dollars ($23,200.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources Cash deposited by Union County with the Highway Department. (State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 0+11 on the south line of Section 18, T. 2 S., R. 39 E., W.M., and survey station 386+38.76 in the SW 1/4, Section 17, T. 2 S., R. 40 E., W.M., except stations 149+50 - 150+90 and 267+15 - 268+55, length 7.261 miles, in Union County, being Oregon Federal Aid / Secondary project No. S-169(1), consisting of 7.261 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, [illegible]

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of twenty-three thousand, two hundred and 00/100 dollars ($23,200.00), which does not exceed the authorized Federal pro rata share of thirty-seven thousand, five hundred seventy-four and 90/100 dollars ($37,574.90), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Bureau of Public Roads shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available) Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest H B Glaisyer
SECRETARY

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Ben R Chandler
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By
Acting *Division Engineer,*
Bureau of Public Roads.

RECEIVED
OCT 7 1954
DIVISION 8

RECEIVED
OCT 13 1954
OREGON DISTRICT

RECEIVED
OCT 5 1954

Oregon State Highway Department

Federal Aid Secondary
Project No. S-169 (1)

WEST UNIT, ALICEL JUNCTION-COVE SECTION
OF THE LOWER COVE ROAD IN UNION COUNTY

(Estimate as a basis for project agreement. Based on low bid prices)

Salem, Oregon, August 4, 1954

Tree Code 5231
Roadway (Sta. 0+11 to Sta. 386+32.76) (Contract No. 4194)

7.27	miles	Preparation of Base	$200.00	$1,454.00
890	cu. yds.	Hauling and Placing 3/4" - 0 Rock in Binder Course	1.90	1,691.00
4,400	cu. yds.	Hauling and Placing Aggregates	1.50	6,600.00
150	tons	Furnishing and Placing RC-2 Asphalt in Binder Course	42.00	6,300.00
320	tons	Furnishing and Placing 150-200 Asphalt	40.00	12,800.00
100	tons	Furnishing and Placing RS-1 Asphalt	43.00	4,300.00
30	M-gal.	Sprinkling	3.00	90.00
1,320	cu. yds.	Hauling and Placing 3/4" - 0 Rock in Shoulders	0.70	924.00
		Subtotal		$34,159.00
		10% Engr. & Cont.		3,415.90
		Total		$37,574.90

Length of Roadway	7.261 miles
Length of 2 Structures	0.053 mile
Total Length	7.314 miles
Cost of Roadway per mile	$5,174.89

Federal Funds -	$23,200.00
State Funds -	7,187.45
County Funds -	7,187.45
	$37,574.90

State Funds for Const: Chap. 175, Laws 1927; Chap. 32, Laws 1920; Chap. 539, Laws 1939.
Funds for Maint: Chap. 529, Laws 1939.

Note: Cash has been deposited by Union County with the State Highway Department.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-169 (1)

WEST UNIT, ALICEL JUNCTION-COVE SECTION OF THE LOWER COVE ROAD IN UNION COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, April 26, 1954

Type Code 5231
Roadway (Sta. 0+11 to Sta. 386+38.76)

7.27	miles	Preparation of Base	$200.00	$ 1,454.00
890	cu. yds.	Hauling & Placing 3/4" - 0 Rock in Binder Course	2.50	2,225.00
4,400	cu. yds.	Hauling & Placing Aggregates	1.50	6,600.00
150	tons	Furnishing & Placing MC-2 Asphalt in Binder Course	45.00	6,750.00
320	tons	Furnishing & Placing 150-200 Asphalt	42.00	13,440.00
100	tons	Furnishing & Placing RS-1 Asphalt	45.00	4,500.00
30	M-gals.	Sprinkling	3.00	90.00
1,320	cu. yds.	Hauling & Placing 3/4" - 0 Rock in Shoulders	1.25	1,650.00
			Subtotal	$36,709.00
			10% Engr. & Cont.	3,670.90
			Total	$40,379.90

Length of Roadway	7.261 miles
Length of 2 Structures	0.053 mile
Total Length	7.314 miles
Cost of Roadway per Mile	$5,561.20

Federal Funds	$25,000.00
State Funds	7,689.95
County Funds	7,689.95
	$40,379.90

Oregon State Highway Department

Federal Aid Secondary
Project No. S-169 (1)

WEST UNIT, ALICEL JUNCTION-COVE SECTION
OF THE LOWER COVE ROAD IN UNION COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon April 19, 1954

Type Code 5231
Roadway (Sta. 0+11 to Sta. 386+38.76)

7.27 miles	Preparation of Base	$200.00	1,454.00
890 cu. yd.	Hauling & Placing 3/4" - 0 Rock in Binder Course	2.50	2,225.00
4,400 cu. yd.	Hauling & Placing Aggregates	1.50	6,600.00
150 tons	Furnishing & Placing MC-2 Asphalt in Binder Course	45.00	6,750.00
320 tons	Furnishing & Placing 150-200 Asphalt	42.00	13,440.00
100 tons	Furnishing & Placing RS-1 Asphalt	45.00	4,500.00
30 M-gal.	Sprinkling	3.00	90.00
1,320 cu. yd.	Hauling & Placing 3/4" - 0 Rock in Shoulders	1.25	1,650.00
		Subtotal	$36,709.00
		10% Engr. & Cont.	3,670.90
		Total	$40,379.90

Length of Roadway	~~7.276~~ miles 7.261
Length of 2 Structures	~~0.038~~ mile 0.053
Total Length	~~7.314~~ miles 7.314
Cost of Roadway per Mile	~~$5,549.73~~ $5,561.20

Federal Funds	$25,000.00
State Funds	7,689.95
County Funds	7,689.95
	$40,379.90

void

Oregon State Highway Department

Federal Aid Secondary
Project No. S-169 (1)

WEST UNIT, ALICEL JUNCTION-COVE SECTION

OF THE LOWER COVE ROAD IN UNION COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, April 15, 1954

Type Code 5231
Roadway (Sta. 0+11 to Sta. 386+38.76)

7.27	miles	Preparation of Base	$200.00	$ 1,454.00
890	cu. yds.	Hauling and Placing 3/4" - 0 Rock in Binder Course	1.50	1,335.00
4,400	cu. yds.	Hauling and Placing Aggregates	1.50	6,600.00
150	tons	Furnishing and Placing MC-2 Asphalt in Binder Course	45.00	6,750.00
320	tons	Furnishing and Placing 150-200 Asphalt	42.00	13,440.00
100	tons	Furnishing and Placing RS-1 Asphalt	45.00	4,500.00
30	M-gal.	Sprinkling	3.00	90.00
1,320	cu. yds.	Hauling and Placing 3/4" - 0 Rock in Shoulders	1.25	1,650.00
			Subtotal	$35,819.00
			10% Engr. & Cont.	3,581.90
			Total	$39,400.90

Length of Roadway	7.276 miles
Length of 2 Structures	0.038 mile
Total Length	7.314 miles
Cost of Roadway per Mile	$5,415.18

- -$ 24,400.00
Federal Funds- 7,500.45
State Funds- 7,500.45
County Funds -

$ 39,400.90

RECEIVED
FOR FILING

[illegible]
[illegible]

September 2, 1954

The Home Indemnity Company
L. M. Thompson, Manager
520 Lumbermens Bldg.
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Russell Olson Construction Co.,Inc. on contract No. 4194, for oiling on the West Unit,Alicel Junction-Cove Section of the Lower Cove Road in Union County.

This payment, in the amount of $1,838.10, will be released to the contractor on or after September 13, 1954. The retained percentage is $998.23.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Penland-Williamson Agency
106 S. E. 1st Street
Pendleton, Oregon

NOTED ON CARD
9-2-54

RECEIVED
FOR FILING

S-169(1)
4194

August 20, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on August 12, 1954 on Contract No. 4194, West Unit, Alicel Junction-Cove Section, in Union County, in connection with Federal Aid Project No. F-169 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

[illegible]:dw

cc: John Cattrall

RECEIVED
AUG 20 1954
FOR FILING

S-169 (1)

4194

County Court of Union County

La Grande, Oregon

FROM THE OFFICE OF
C. K. McCORMICK, COUNTY JUDGE

NOTED
J. W. CATTRALL

August 18, 1954

NOTED
W. C. WILLIAMS

PLEASE RETURN TO
W. C. WILLIAMS

Oregon State Highway Department,
Salem, Oregon.

Attention: Mr. R. H. Baldock
State Highway Engineer

Dear Mr. Baldock:

This is to certify that the County Court of Union County has accepted the work of the Olson Construction Company in applying the oil mat on the West Unit of the Alicel Junction-Cove (Federal Aid Secondary Road)

Very truly yours,

UNION COUNTY COURT

By C K McCormick
County Judge

REFERRED TO
Mr. Williams
By State Highway Engineer

RECEIVED
AUG [illegible] 1 1954
EN[illegible]
[illegible]

RECEIVED
AUG 19 1954
OFFICE OF
STATE HIGHWAY ENGINEER

Form E-1

-169 (1)

4194

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 14, 1954

Section West Unit, Alicel Junction - Cove	Kind of work Oiling
Highway Lower Cove Road	Section prefix 531-1030
Contractor Russell Olson Const. Co., Inc.	Contract number 4194
Date of contract May 18, 1954	Date of completion August 31, 1954
Date work started July 9, 1954	Estimated date of completion August 12, 1954
Amount of contract $34,159.00	Per cent of time elapsed 84 %

Estimated cost of completed project, exclusive of engineering $33,400.

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $2,400.00, 89 %	Date project was completed August 12, 1954

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor completed this project Thursday August 12, 1954

Semi-Final Estimate will be submitted next week.

Division Engineer has inspected job. County Court inspection will be made next week and letter of acceptance submitted.

Form E-2 submitted August 13, 1954

Final Report.

NOTED
S. SMITH

NOTED
B. A. MARTIN

RECEIVED
AUG 16 1954
OFFICE OF
CONSTRUCTION ENGINEER

Signed J. J. Cannon

Address La Grande, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

FORREST COOPER

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING

DEC

RECEIVED
JUL 19 1954
FOR FILING

S-169(1)

4194

July 15, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on July 9, 1954 on Contract No. 4194, West Unit, Alicel Junction-Cove Section, in Union County, in connection with Federal Aid Project No. S-169 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DBP:eh

RECEIVED
FOR FILING

[illegible]

4194

June 29, 1954

Russell Olson Construction Co.,Inc.
144 S. E. 1st Street
P. O. Box 272
Pendleton, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4194, which was awarded to you May 18 by the State Highway Commission, for oiling on the West Unit, Alicel Junction-Cove Section of the Lower Cove Road in Union County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
FOR FILING

AGENDA
JUN 23 1954

3a-12

May 18, 1954

Russell Olson Construction Co., Inc.
P. O. Box 772
Pendleton, Oregon

Gentlemen:

The State Highway Commission on May 11th accepted your proposal for work on the West Unit, Alicel Junction-Cove Section of the Lower Cove County Road in Union County for the sum of $34,150.[illegible] and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been satisfied. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 41[illegible]4.

Contract forms are now being prepared and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Very truly yours

[illegible] Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

[illegible], Assistant Secretary

[illegible]

cc - Mr. [illegible] Savage ([illegible])
Mr. [illegible] Smith
Mr. [illegible] Probert
Mrs. Goldie Lewis

E. R.

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$
5
E

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206 10-51

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHIP RADIOGRAM	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
May 18, 1954
3:00 p.m.

Russell Olson Construction Co., Inc.
144 S. E. 1st Street
Pendleton, Oregon

Contract for West Unit, Alicel Junction-Cove Section of Lower Cove County Road in Union County for which you submitted low bid on May 11 awarded you today. Contract forms follow shortly.

Floyd Query, Assistant Secretary
OREGON STATE HIGHWAY COMMISSION

CC: CONFIRMATION
Accounting (5001-900)
Files
C. W. Head

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
MAY 19 1954
OREGON
STATE HIGHWAY COMMISSION

[illegible]

RECEIVED
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

OREGON DISTRICT
S-169 (1)

4194

S-169 (1)

May 18, 1954

NOTED
W. C. WILLIAMS

R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired for Oregon Project S-169 (1), West Unit, Alicel Junction-Cove Section of the Lower Cove Road, we hereby concur as of this date in award of contract to Russell Olson Construction Company, Inc., of Pendleton, Oregon, low bidder in the amount of $34,159.00 at the May 11, 1954 bid opening.

Very truly yours,

C G Folk
C. G. FOLK
District Engineer

RECEIVED
MAY 19 1954
OREGON
STATE HIGHWAY COMMISSION

Copy to
Mr. [illegible]

RECEIVED
MAY 20 1954
FOR FILING

S-169(1)

4194

S-169(1)

May 18, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for oiling work on the West Unit of the Alicel Junction-Cove Section of the Lower Cove County Road in Union County, Project No. S-169 (1), to the Russell Olsen Construction Co., Inc., of Pendleton, Oregon, on the basis of the bid of $34,159 submitted on May 11, 1954.

All rights of entry required for this contract are acquired.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

SHP:gs

RECEIVED
MAY 19 1954
FOR FILING

S-169(1)

4194

S-169(1)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 18, 1954

SUBJECT: FAS 560, Polk County
FAS 479, Union County

To: Mr. W. C. Williams
OFFICE

NOTED
W. C. WILLIAMS

Advance deposits in the amount of $21,400 and $7,600 were received respectively from Polk and Union Counties in connection with the Burns Corner-Lewisville and West Unit, Alicel-Cove projects. Both projects are now clear for award of contracts.

John F. Hagemann
John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM

cc: S. H. Probert

RECEIVED
MAY 18 1954
FOR FILING

S-167(1)

4194

S-169(1)

file

Maint. 181
Finance 59

Salem, Oregon
May 14, 1954

Mr. John W. Cattrall
City & County Relations Dept.
Office

Attached are four certified copies of a Maintenance Agreement and a conformed copy of a Finance Agreement with Union County covering the West Unit, Alicel Junction-Cove Section County FAS project in Union County.

The original of each of the above agreements has been retained in this office for the Commission's files anda fully executed copy of each has been sent to the County Court of Union County.

Very truly yours

Assistant Secretary

FH
Attach: 5

FORM E-30 25M 8-51 82816

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 3, 1954

SUBJECT: FAS 479, Union County
W. Unit, Alicel Jct.-Cove Section

To: Mr. W. C. Williams
OFFICE

REFERRED TO
Query
BY DEPUTY STATE HIGHWAY ENGINEER

L

Enclosed are three copies of a finance agreement covering the West Unit, Alicel Junction-Cove Section County FAS project in Union County. Two copies of the agreement have been executed by the proper county officials and are now ready for presentation to the Highway Commission.

Also enclosed are six copies of a maintenance agreement covering the West Unit, Alicel Junction-Cove Section project. After signature by the Highway Commission, please return four either certified true or fully executed copies to this office for transmittal to the B.P.R.

Both agreements require your signature of approval.

The West Unit, Alicel Junction-Cove project was approved by the Highway Commission on January 21, 1953.

John W. Cattrall
Engineer, County and City Relations

By John D. Graham
John D. Graham
Office Engineer

JDG:MM
Encl.

AUTHORIZED BY HIGHWAY COMMISSION
DATE 1-21-53 Minute Page 22
Floyd Query
ass't. Secretary

RECEIVED
MAY 17 1954
FOR FILING.

-161(1)

4194

5.164(1)

May 14, 1954

County Court of Union County
Court House
La Grande, Oregon

Gentlemen:

We are enclosing herewith for the records and files of Union County one fully executed copy each of a Finance Agreement and Maintenance Agreement between the State Highway Commission and Union County covering the West Unit, Alicel Junction-Cove Section County FAS project in Union County.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By
Floyd Query, Assistant Secretary

rn
Enc. 2

RECEIVED
MAY 1 4 1954
FOR FILING

S-169(1)

4194

S-169(1)

May 13, 1954

Russell Olson Construction Company, Inc.
P. O. Box 272
Pendleton, Oregon

Gentlemen:

The State Highway Commission on May 11, 1954 accepted your bid in the amount of $34,[illegible]59.00 for oiling the West Unit, Alicel Junction-Cove Section of the Lower Cove County Road north of Island City in Union County, which was the low bid received for that job. The Commission referred the bid to the Engineer with authority to award the contract to you as soon as certain conditions have been satisfied.

I enclose for your immediate information a copy of the proposal form pertaining to this job for use by you pending receipt of the contract and bond forms. Your attention is particularly called to the paragraphs on page 5 under the heading "Restriction on Commencement of Work".

Respectfully yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By

Floyd Query, Assistant Secretary

ehr

cc S. H. Probert
H. G. Smith
R. G. Savage, SIAC

File

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

April 26, 1954

S-169(1)

NOTED
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project S-169(1), Alicel Junction-Cove Section of the Lower Cove Road in Union County. This is to authorize your advertising for bids.

Our approval of P. S. and E. and authorization for advertising are given subject to protection of the railroad grade crossing as outlined in your letter of April 19, 1954 and to the installation of adequate signs warning of existing narrow bridges at Stations 150+20 and 267+85.

Concurrence in award of contract will be withheld pending notification that all rights of way or rights of entry have been acquired.

Please furnish the usual copies of county maintenance and encroachment resolutions.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

Copy sent to
G. F. Parson

RECEIVED
MAY 3 1954
OREGON
STATE HIGHWAY COMMISSION

RECEIVED

OREGON DISTRICT 5-1-1(1)

4194

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

NOTED
W. C. WILLIAMS

April 26, 1954

Copy to
Mr. Probert

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Re: Oregon Project FAS 169
Alicel Junction-Cove Section
Lower Cove Road

Dear Sir:

The sketch map, subject project, dated April 1954 is approved today subject to the following conditions:

> That the railroad grade crossing within the limits of the project shall be eliminated or adequately protected in accordance with General Administrative Memorandum No. 63.
>
> That adequate signs and protective devices be installed warning of the narrow bridges on the route until such time as new bridges are constructed.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
APR 29 1954

RECEIVED
FOR FILING
S-119(1)
4194

April 20, 1954

C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

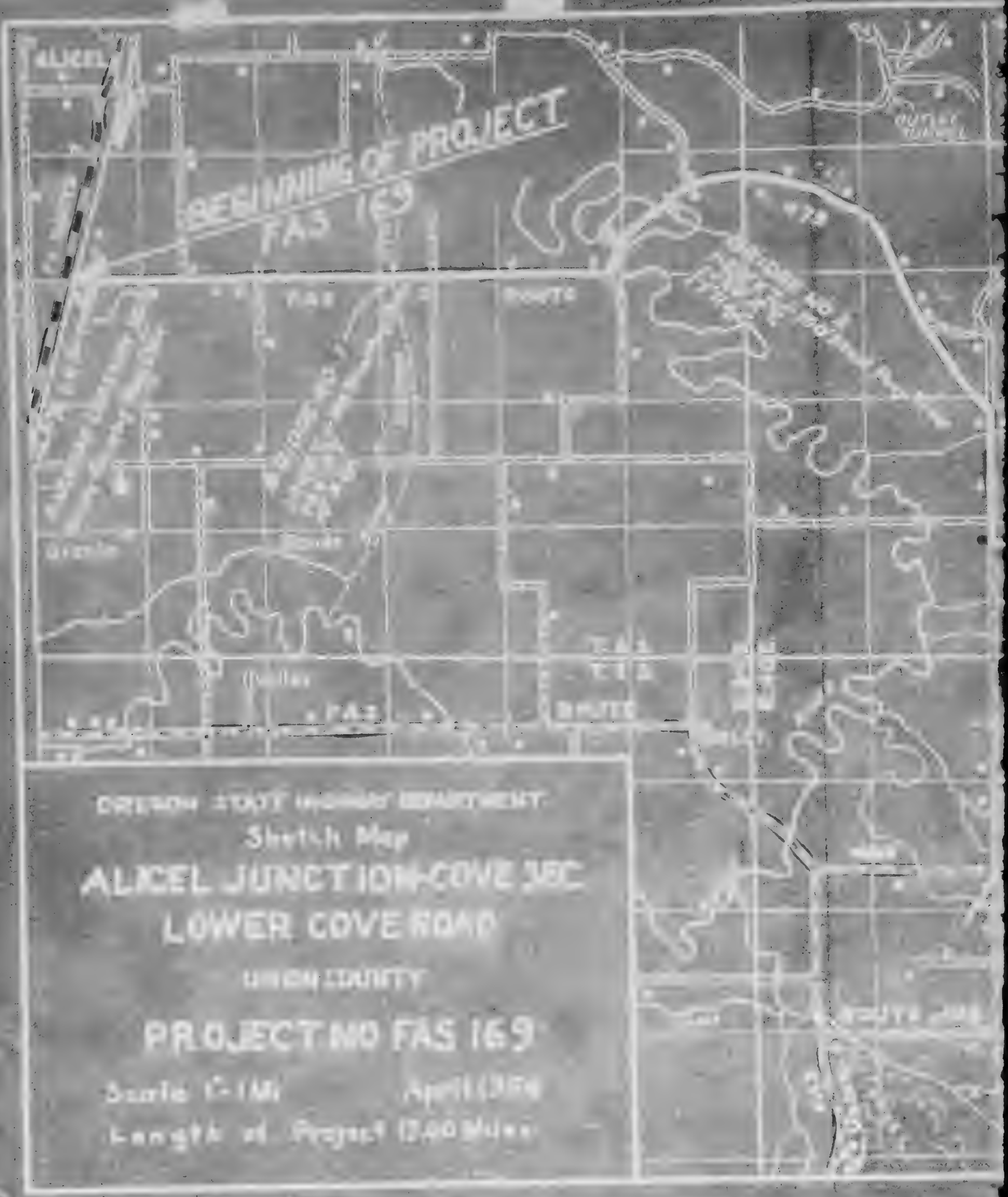
We are sending under separate cover four blue print copies of project statement map for the Alicel Junction-Cove Section Project No. FAS 169.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer


ALICEL
BEGINNING OF PROJECT
FAS 169
FAS
ROUTE
FAS
ROUTE

OREGON STATE HIGHWAY DEPARTMENT

Sketch Map

ALICEL JUNCTION-COVE SEC

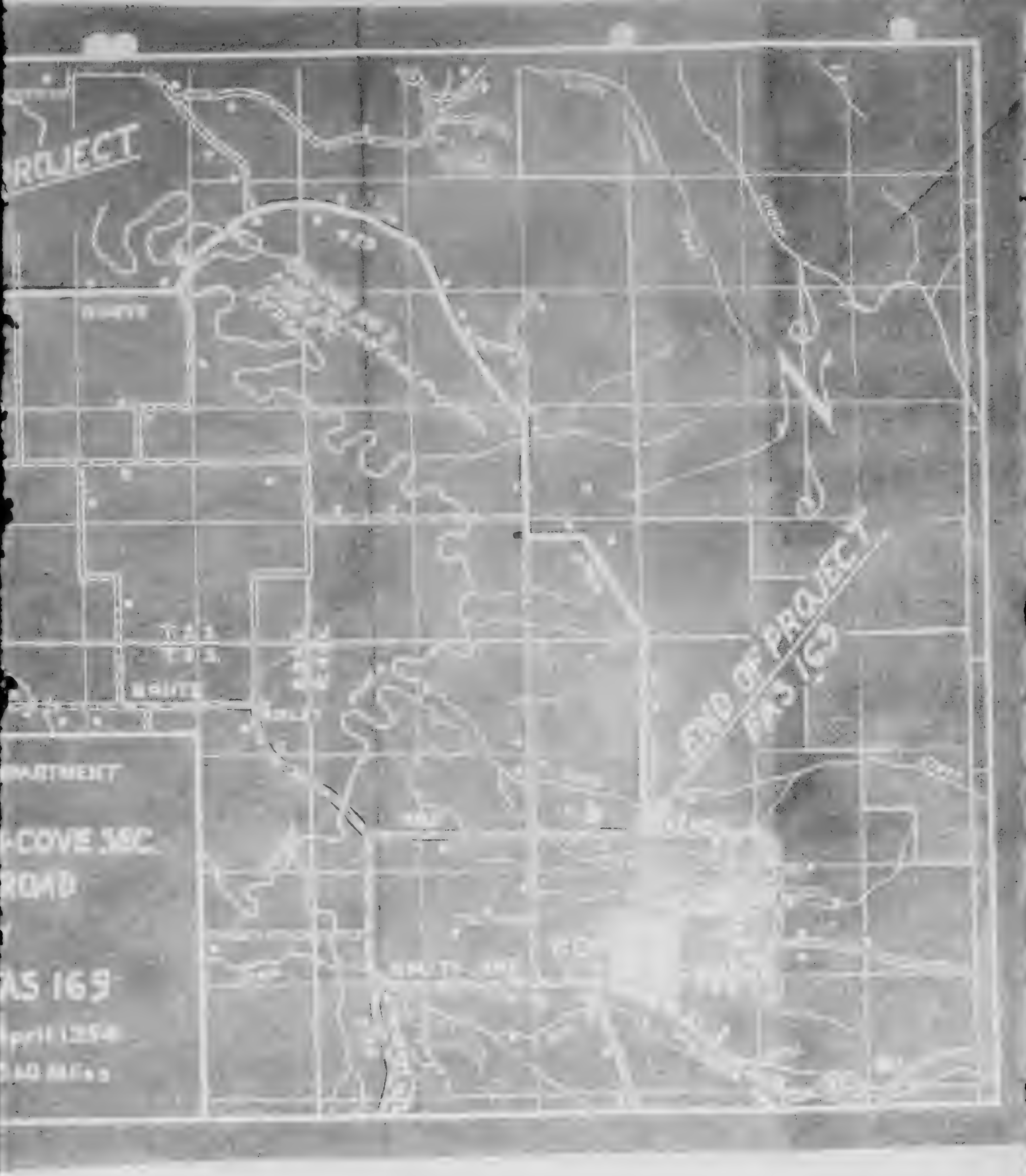
LOWER COVE ROAD

UNION COUNTY

PROJECT NO FAS 169

Scale 1"=1Mi April 1956

Length of Project 13.00 Miles


PROJECT
END OF PROJECT
FAS 169
T. 1 S.
T. 2 S.
PARTMENT
-COVE SEC.
ROAD
Y
AS 169
pril 1954
MILES

RECEIVED
1954
FOR FILING
S-169(1)
4194
S-169(1)

April 19, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to assure you that prior to completion of the proposed construction of the West Unit, Alicel Junction-Cove Section of Lower Cove County Road (Project S-169-1) in Union County, the State will see that reflectorized cross-buck signs and reflectorized advance warning signs are installed at the railroad grade crossing as required by G.A.M. No. 63.

The crossing referred to is near the west end of the project, at Station 0+34.63.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

JAH:wp

S-169(1)

4194

S-169(1)

April 16, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Reference is made to Project S-169 (1), West Unit, Alicel Junction-Cove Oiling Project, on FAS Highway 479 in Union County, for which project bids are scheduled to be received on May 11 or 12.

The County, on its own initiative has produced the aggregates and shoulder rock needed in this project and has donated it for use in the work without charge. If tests of the materials prove them to be suitable, we propose to advise bidders of their availability and to permit the successful bidder to use them in the work free of cost.

May we have your approval of this procedure?

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

SHP:ga

~~RECEIVED [illegible] 1954~~
~~FOR FILING~~

OREGON DISTRICT

Const
Fed aid
Prog + Prog
L-169(1)

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

April 26, 1954

4-16-19

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The use of county produced and stockpiled aggregate on proposed Project S-169(1), West Unit, Alicel Junction-Cove Oiling Project as requested in your letter of April 16, 1954, is approved subject to the condition that the aggregate meet accepted State standard tests and with the understanding that it be furnished the project without charge.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

RECEIVED
APR 26 1954
[illegible]

X 280

FOR FILE

S-169(1)

4174

S 169(1)

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

April 14, 1954

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The request for individual project program change dated April 5, 1954 relative Item 253, Project S-169(1) was approved April 13, 1954.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

NOTED
W. C. WILLIAMS

RECEIVED
APR 15 1954
STATE HIGHWAY COMMISSION

S-149(1) Burns Corner-Lewisville Sec., 1954
Burns Corner-Suver Co. Rd.
#4195

Form A-180-10M-9-55

INVOICE

Oregon State Highway Department

SALEM, OREGON

NOTED
J. W. CATTRALL

Contract 4195
S-140(1)

RECEIVED
JUL 11 1956

Polk County
Dallas, Oregon

Attn: County Court

Invoice No. 46101

Date July 10, 1956

Your Req. No.

Billing Request No. cc-250

Credit distribution 527-1034-297

Final billing [illegible] [illegible] section A 56, covered by agreement dated May 12, 1954.

Original Advance Deposit	21,400.00	
Less: Amount previously transferred	17,000.00	
Balance Advance Deposit		4,400.00
County's share total cost as per attached statement	21,432.81	
Less: Amount previously transferred	17,000.00	4,432.81
Balance due		$ 32.81

ACKNOWLEDGMENT OF BILLING REQUEST

State Printing 88944

Cash Received with Request: $

By GRu.

By

John W. Cattrall
Engineer, County and City Relations

JFH:mm

July 9, 1956

NOTED
Harold C. Ayers

Polk County Court
Courthouse
Dallas, Oregon

NOTED
J. W. CATTRALL

NOTED
J. F. HAGEMANN

Gentlemen:

Final costs are now available for the Burns Corner-Lewisville section of FAS 560 and it has been determined that the agreed county share of these costs is $21,432.81. As the County initially deposited $21,400 towards this project a balance of $32.81 is due the State. A billing form for this amount from our accounting division will be forwarded in the next few days. Please make payment upon receipt of this billing form.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:mm

OREGON STATE HIGHWAY DEPARTMENT

ITEMIZED STATEMENT OF FINAL COSTS

County Polk

Contract No. 4199

Date 7/6/56

FAS 560

Section Burns Corner-Lewisville. Completed 9/13/55.

PAYMENTS TO CONTRACTOR

	Item	Unit	Unit Price	Total Qty.	Total Cost
1.	Clearing & grubbing	All	[illegible]	[illegible]	$ 2,000.00
2.	Structural excav., unclass.	c.y.	2.00	1,[illegible].41	2,[illegible].82
3.	General excavation, unclass.	c.y.	.22	51,949.3	11,428.85
4.	Short overhaul	yd. sta.	.01	13[illegible]	[illegible]
5.	Long overhaul	[illegible] yd. sta.	.35	2,607.2	912.52
6.	Finish roadbed & slopes	mile	[illegible]	3.13	2,385.[illegible]
7.	12" concrete pipe	l.f.	2.00	726.	1,452.00
8.	18"	l.f.	3.25	879	2,856.75
9.	24"	l.f.	4.[illegible]	42	195.[illegible]
10.	30"	l.f.	8.[illegible]	8[illegible]	712.00
11.	42"	l.f.	13.00	56	728.00
12.	[illegible]"	l.f.	22.00	56	1,232.00
13.	Salvage culvert pipe	l.f.	2.00	154	308.00
14.	6" perforated metal drain pipe, coated	l.f.	2.50	[illegible]	[illegible]
15.	3/4"-0 backfill in drains	c.y.	[illegible]	5	[illegible]
16.	Coarse material in base	c.y.	1.[illegible]	2[illegible],772	3[illegible],312.4[illegible]
17.	3/4"-0 material in base & shoulders	c.y.	3.4[illegible]	2,7[illegible]8	[illegible],342.6[illegible]
18	Sprinkling	M.gal.	3.[illegible]	72[illegible].3	2,1[illegible]
19.	3/4"-0 material in binder course	c.y.	3.75	477	1,788.75
20.	Aggregate in oil mat wearing surface	c.y.	4.[illegible]	2,[illegible]	[illegible],27[illegible]
21.	[illegible] asphalt in binder course	Ton	4[illegible].00	54.[illegible]	2,1[illegible].00
22.	[illegible] asphalt in oil mat wearing surface	Ton	[illegible]	134.13	5,3[illegible].20
23.	RC-1 asphalt in oil mat wearing surface	Ton	42.[illegible]	38.42	1,[illegible]32.35
	Force Account: Move & relay water pipe				[illegible]

Subtotal..................................	$95,085.10
Temporary signs & barricades.........	46.24
Construction Engineering.............	12,434.28
TOTAL CONSTRUCTION COSTS............	$107,565.62
FEDERAL FUNDS COLLECTED FOR PROJECT.	$ 64,700.00

AGREED COUNTY SHARE TOTAL COSTS

50% of difference between total costs and Federal funds:
($107,565.62 - $64,700) x 1/2 = $21,432.81

County Share Total Costs	$21,432.81
County Advance Deposit	21,400.00

BALANCE DUE STATE FROM COUNTY = $ 32.81

RECEIVED
APR 2 - 1956
FOR FILING

S-1919

4195

OREGON STATE HIGHWAY DEPARTMENT
(date)
March 29, 1956

~~(CONTRACT NO.)~~	(EST. NO.)	(CONTRACTOR)
4195	9-Final	Fred Rouse and Henry H. Miller

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
6023	B-146828	$ 2,942.31	3/29/56

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: Oct. 31, 1954

Time Extensions: to Sept. 13, 1955

Completion Date: Sept. 13, 1955

Date Accepted: March 1, 1956

Penalties: None of Record

Claims: None of Record

Remarks:

Date: 3-29-56.

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed:

Ruth Rawlings

RECEIVED
MAR 20 1956
FOR FILING

S-[illegible]

4195

March 19, 1956

CERTIFIED MAIL

Glens Falls Insurance Co.
Pacific Coast Department
Mills Tower
San Francisco 4, Calif.

Gentlemen:

State Highway Contract No. 4195 for work performed on the Burns Corner-Lewisville Section of the Burns Corner-Suver Road in Polk County was completed by the contractor, Fred Rouse and Henry H. Miller, on September 13, 1955 and was formally accepted by the Highway Commission on March 1, 1956.

Final payment in the amount of $2,942.31 will be released to the contractor on or after March 29, 1956. The total contract amount is $95,085.10, of which amount $150.05 represents force account items.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

NOTED ON CARD

gl

RECEIVED
MAR 16 1956
FOR FILING

3-1-16

4195

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

March 16, 1956

Fred Rouse & Henry H. Miller
444 Center St.
Salem, Oregon

Gentlemen:

The State Highway Commission at its meeting held on March 1 had under discussion your request for an extension of time from July 31 to September 13, 1955 within which to complete your contract No. 4195, covering the Burns Corner-Lewisville Section of the Burns Corner-Suver County Road in Polk County.

We are pleased to inform you that the State Highway Commission granted your request. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: J. D. Walker,
Division Engineer

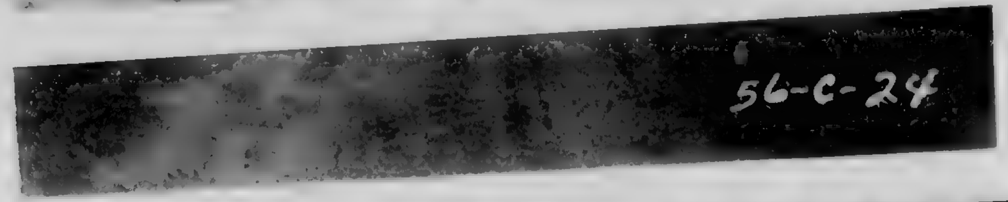
S. F. Walters,
Resident Engineer

Forrest Cooper,
Construction Engineer

FAS 562 County [illegible] Contract No. [illegible]

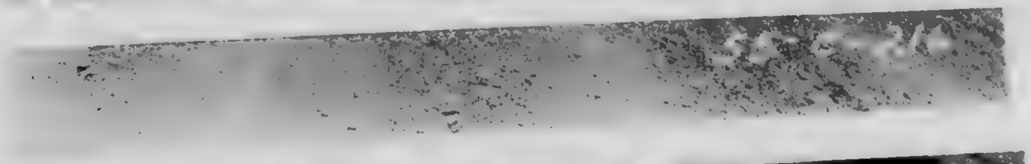
Section [illegible] - [illegible]

Location 53-C-7 [illegible]
[illegible]
[illegible]

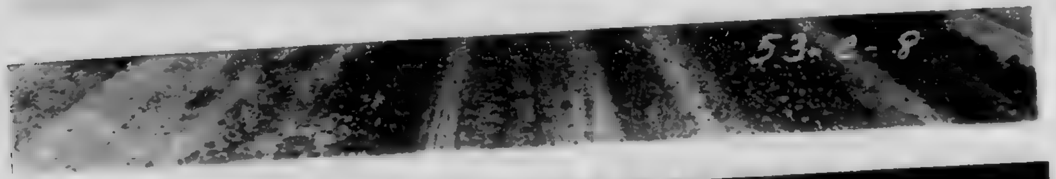


56-C-24

55-C-215



55-C-216

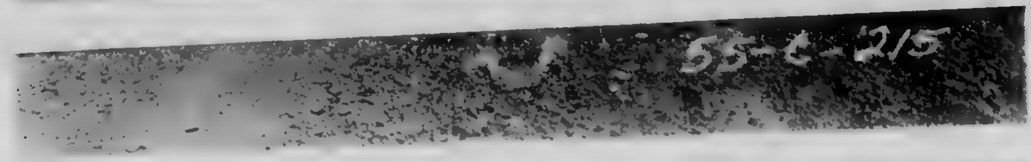


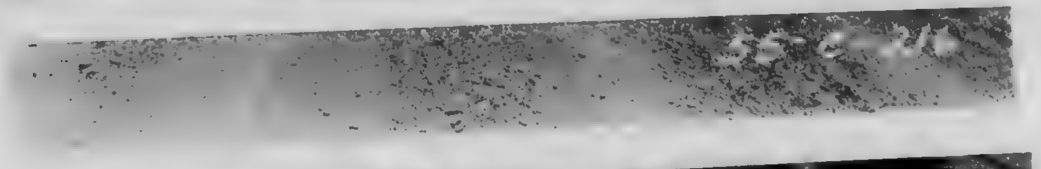
53-C-8

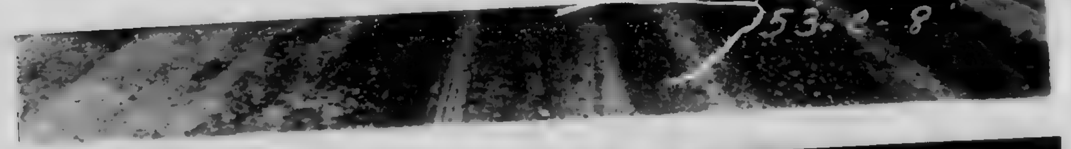
53-C-7

[illegible]

56-C-24


55-C-215

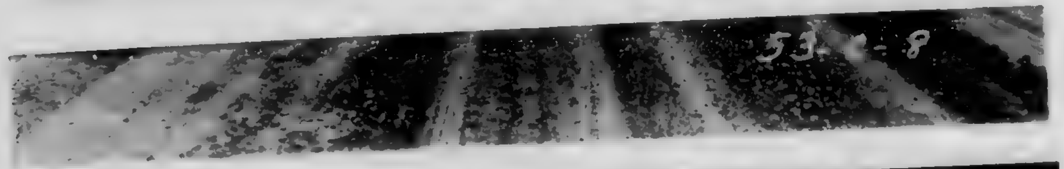

55-C-216


53-C-8

53-C-7

55-C-215

55-C-216


53-C-8

53-C-7

17

55/10-2

17

53-C-8

53-C-

55/192

55/1956

5

RECEIVED
FEB 7 1956
FOR FILING

S-149(1)
4195

February 6, 1956

Oregon State Highway Commission

Gentlemen:

Herewith a request from Fred Renne and Henry H. Miller for an extension of time on the Burns Corner-Lewisville, Contract No. 4195, from July 31, 1955 to September 13, 1955.

On December 7, 1954 you approved an extension to July 31st without penalty; however, the contractor had to request an extension to October 31st. It was anticipated that the oiling could be done prior to July 31st, but due to an extremely wet spring and early summer, it was deemed advisable to delay the work until later in the year.

I would recommend that the extension be granted without penalty.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

cc Mr. Forrest Cooper

WCW:me fn

RECEIVED
NOV 29 1955
FOR FILING

S-149 (1)
4195

6

November 29, 1955

CERTIFIED MAIL

Glens Falls Insurance Company
Pacific Coast Department
Mills Tower, 6th Floor
San Francisco 4, California

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Fred Rouse & Henry H. Miller on contract No. 4195, covering grading, oil mat surfacing, on the Burns Corner-Lewisville Section of the Burns Corner-Suver Road in Polk County.

This payment, in the amount of $6,316.49 will be released to contractor on or after December 9, 1955. The retained percentage is $2,849.78.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

ds

cc: Glens Falls Insurance Company
Rodgers Insurance Agency, Inc.,
803 Title & Trust Bldg.,
Portland 4, Oregon

noted on card
DC

6

RECEIVED
NOV 29 1955
FOR FILING

S-149 (1)
41-F

November 29, 1955

CERTIFIED MAIL

Glens Falls Insurance Company
Pacific Coast Department
Mills Tower, 6th Floor
San Francisco 4, California

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Fred Rouse & Henry H. Miller on contract No. 4195, covering grading, oil mat surfacing, on the Burns Corner-Lewisville Section of the Burns Corner-Suver Road in Polk County.

This payment, in the amount of $6,316.49 will be released to contractor on or after December 9, 1955. The retained percentage is $2,849.78.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

dc

cc: Glens Falls Insurance Company
Rodgers Insurance Agency, Inc.,
803 Title & Trust Bldg.,
Portland 4, Oregon

noted on card
DC

NOTED
V. R. JONES

NOTED
Harold C. Ayers

September 23, 1955

Polk County Court
Court House
Dallas, Oregon

NOTED
J. W. CATTRALL

NOTED
J. F. HAGEMANN

Gentlemen:

This is to advise you that work on Contract No. 4195, Burns Corner-Lewisville Section of FAS 560, was completed on September 13, 1955.

Under the terms of the maintenance agreement signed by the Court on May 13, 1955 and by the Highway Commission on May 25, 1955, the County assumed maintenance of and continued jurisdiction over the above project as of the date of completion.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JDG:mm

B

RECEIVED
SEP 21 1955
FOR FILING

S 149 (1)
4195

September 20, 1955

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on September 13, 1955 on Contract No. 4195, Burns Corner-Lewisville Section, in Polk County, in connection with Federal Aid Project No. S-149(1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DMF:lo

cc: John Cattrall

S-149(1)

Form E-1—10M

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Sept. 17, 1955, 19

Section Burns Corner-Lewisville

Kind of work Grading & Oil Mat Surfa ing

Highway Burns Corner-Suver Road

Section prefix 527-1034

Contractor Fred Rouse & Henry H. Miller

Contract number 4195

Date of contract May 18, 1954, 19

Date of completion Oct. 31, 1954, 19

Date work started June 22, 1954, 19

Estimated date of completion Sept. 13, 1955, 19

Project authorization $106,907.06

Exclusive of Engineering $102,630.78

Per cent of time elapsed 290 %

488/167/-

Estimated cost of completed project, exclusive of engineering $102,630.78

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $7602.28

Engineering cost to date $12,050., 159 %

Date project was completed 9 - 13, 1955

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor placed shoulder material on this project Tuesday, completing.

Final estimate in the course of preparation.

NOTED
H. G. SMITH

NOTED
FORREST

NOTED
W. T. WRIGHT

NOTED
L. H. Young

RECEIVED
SEP 19 1955
OFFICE OF
CONSTRUCTION ENGINEER

Signed S Walter

Address Box 324, Albany

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 77099

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					

Average force on project for week

Percentages of men employed on contract to be secured from: .... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....
Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
AUG 19 1955
FOR FILING

[illegible]
4195

Files

August 10, 1955

Mr. George W. Neuner
c/o Long, Neuner & Davis
Lawyers
P. O. Box 587
Roseburg, Oregon

Dear George:

Thanks a lot for your letter of August 5, 1955 stating that it is agreeable to the Douglas County State Bank that future warrants payable to Rouse and Miller under State Highway Contract 4195 be mailed directly to Rouse and Miller. We will be glad to follow your instructions which nullifies the previous assignment of these funds to the bank.

A copy of your letter is being handed to the Chief Auditor, Mr. C. H. Maison, for his information and guidance.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: C. H. Maison (2)

REFERRED TO — Mr. [illegible]
BY SECRETARY

to note + record on card

NOTED
FLOYD QUERY

NOTED ON CARD

LONG, NEUNER & DAVIS
LAWYERS
UMPQUA SAVINGS & LOAN BUILDING
ROSEBURG, OREGON

J. V. LONG
GEORGE W. NEUNER
ROBERT G. DAVIS

DONALD A. DOLE

P. O. BOX 587
ORCHARD 3-5541

August 5, 1955

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Department
Salem, Oregon

Dear Herb:

It is perfectly agreeable to Douglas County State Bank that future payments on the Rouse and Miller state contract No. 4195 be made directly to Rouse and Miller.

Apparently I will have to summon and impanel a jury on this onion matter but I have no doubt that I will prevail.

Best personal regards.

Sincerely,

LONG, NEUNER & DAVIS

BY Geo W Neuner

GWN:wjm

RECEIVED
AUG 8 1955
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD

ACKNOWLEDGE
H. B. GLAISYER

ECEIVED
AUG 15 1955
OR FILING

S -11

4195

Salem, Oregon
August 1, 1955

Mr. C. H. Maison
Auditor
Office

Dear Mr. Maison:

I have just received a letter from Mr. George W. Neuner, attorney at Roseburg, advising that it will be satisfactory to forward the current estimate due Rouse and Miller, under State Highway Contract No. 4195, directly to Rouse and Miller, rather than to the Douglas County State Bank under assignment. The surety did not consent to the assignment so it is not effective; accordingly you may release the warrant today. I believe that it is in the amount of $9,776.50.

I have asked Mr. Neuner to advise me concerning future warrants so, pending receipt of his instructions, I would suggest that the warrants be held in your office when received from the Secretary of State.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:ig

assignment [illegible]
see letter from bank dated Aug 5, 1955
HBG

NOTED [illegible]
gl

August 1, 1955

Mr. George W. Neuner
c/o Long, Neuner and Davis, Lawyers
P. O. Box 587
Roseburg, Oregon

Dear George:

Pursuant to instructions contained in your letter of July 30, which I have just received, I am asking the Chief Auditor, Mr. C. H. Maison, to release immediately the current estimate warrant due Rouse and Miller, contractors, under State Highway Contract No. 4195. The warrant will go direct to Rouse and Miller.

Please advise whether or not the same procedure should be followed in connection with future payments.

As to the itinerary for the Highway trip in 1956, I need no reminder that Roseburg is an excellent over-night stopping point and you can be assured that I will be most pleased to bring it to the attention of those preparing the itinerary at the proper time.

Another thing; how many sacks of onions do you want for $1.00. I have delivered at least two.

With kindest regards and best wishes, I remain

Sincerely yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:ig

LONG, NEUNER & DAVIS
LAWYERS
UMPQUA SAVINGS & LOAN BUILDING
ROSEBURG, OREGON

J. V. LONG
GEORGE W. NEUNER
ROBERT G. DAVIS
DONALD A. DOLE

P. O. BOX 587
ORCHARD 3-5541

July 30, 1955

H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Herb:

Thank you very mucy for your letter of July 29 regarding monies due on Rouse and Miller contract No. 4195.

Douglas County State Bank has a good relationship with these contractors and we are quite willing on behalf of the bank that the warrant be sent direct to the contractors without any "strings" attached.

When you make up the itinerary for the Highway trip in 1956, please remember that Roseburg is an excellent over-night stopping point that will give ample time also to perform your agreement for the delivery of a sack of onions!

Best regards.

Sincerely,

Long, Neuner & Davis

By Geo

GWN:cis
cc: L. E. Garrison

ANSWERED
H. B. GLAISYER

NOTED ON CARD

RECEIVED
AUG 1 1955
OREGON
STATE HIGHWAY COMMISSION

Last Voucher Nov, 1954 - #23871
Estimate #5

$95,640.98 - Eng's Estimate
72,497.94 Completed - (Contractor Earned)
$23,143.04 - or 24% to complete
$65,378.30 - Actual Amt. Paid Contractor
$7,119.64 - Retainage (or 7½%)

Mr. Goin said they have no stop order on payments.
No vouchers issued since Nov. as they closed down operations then.

55

What is the status of this job -
% done? -
payments?
etc
23,

Dear George:

Reference is made to previous correspondence concerning assignment of funds by Rouse and Miller of monies due them in connection with State Highway Contract No. 4195. You sent me the assignment on February 14th with the request that it be accepted by the Commission. In my acknowledgment I told you that we would honor the assignment upon receipt of a letter from Glens Falls Indemnity Company consenting thereto without prejudice to the bond. I have not as yet received such letter of consent so, as the matter now stands, no assignment is in effect.

I am now in receipt of information from our Accounting Division to the effect that the warrant covering work performed under Estimate No. 6 up to July 10, 1955, is now ready to release to the contractor. This warrant is in the amount of $9,776.50. We are holding the warrant pending further advice from you concerning the assignment. As the matter now stands there is no assignment. If the contractor wishes the warrant sent to the Douglas County State Bank, we will be pleased to comply with his request when received in writing. I think that is the best way to handle the present payment inasmuch as it already is in the warrant stage; the Bank then can secure endorsement by the contractor.

We would appreciate your early response as to the handling of this warrant and future warrants for payment of work in connection with this job.

With kindest regards I remain,

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:ig

July 29, 1955

Mr. George W. Neuner
c/o Long, Neuner & Davis, Lawyers
P. O. Box 587
Roseburg, Oregon

Dear George:

Reference is made to previous correspondence concerning assignment of funds by Rouse and Miller of monies due them in connection with State Highway Contract No. 4195. You sent me the assignment on February 14th with the request that it be accepted by the Commission. In my acknowledgment I told you that we would honor the assignment upon receipt of a letter from Glens Falls Indemnity Company consenting thereto without prejudice to the bond. I have not as yet received such letter of consent so, as the matter now stands, no assignment is in effect.

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We would appreciate your early response as to the handling of this warrant and future warrants for payment of work in connection with this job.

With kindest regards I remain,

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:ig

LONG, NEUNER & DAVIS
LAWYERS
UMPQUA SAVINGS & LOAN BUILDING
ROSEBURG, OREGON

P. O. BOX 587
ORCHARD 3-5541

J. V. LONG
GEORGE W. NEUNER
ROBERT G. DAVIS

DONALD A. DOLE

February 18, 1955

Mr. H. B. Glaisyer, Secretary
State Highway Commission
Salem, Oregon

Dear Herb:

Thanks for your letter of February 15 in connection with the Rouse - Miller assignment to Douglas County State Bank on Highway Contract No. 4195.

I would guess that the $11,008.17 figure resulted by reason of some estimate which has not yet been processed to the point of the Commission's auditor. Therefor, we are content to let the assignment stay as is.

We have written to the bonding company asking their consent to the assignment and enclose herewith a copy of our letter.

Best personal regards.

Yours very truly,

LONG, NEUNER & DAVIS

BY Geo W Neuner

GWN:leh
enc:(cc letter)

NOTED
H. B. GLAISYER

RECEIVED

LETTER TO ~~[illegible]~~
DATE 7-29

LONG, NEUNER & DAVIS
LAWYERS
UMPQUA SAVINGS & LOAN BUILDING
ROSEBURG, OREGON

J. V. LONG
GEORGE W. NEUNER
ROBERT G. DAVIS
DONALD A. DOLE

P. O. BOX 587
ORCHARD 3-5541

COPY

February 18, 1955

Rogers Insurance Agency, Inc.
803 Title and Trust Building
Portland 4, Oregon

Gentlemen:

It is our understanding that your agency has written a performance bond with the Glens Falls Indemnity Company in connection with the contract between the State Highway Commission and Fred Rouse and Henry H. Miller relating to the Burns Corner-Lewisville Section of the Burns Corner - Suver Road in Polk County, being State Contract No. 4195.

Messrs. Rouse and Miller have executed an assignment to our client, Douglas County State Bank, of the sum of $11,008.17 due them from the State under this contract. The Commission is willing to honor the assignment upon an approval by Glens Falls as surety.

It would thus be appreciated if at your early convenience you would ask Glens Falls to consent to this assignment and make known their consent to the State Highway Commission. Your cooperation in this regard would be appreciated.

Yours very truly,

LONG, NEUNER & DAVIS

BY /s/ Geo. W. Neuner

GWN:leh

RECEIVED
FEB 23 1955
OREGON
STATE HIGHWAY COMMISSION

Salem, Oregon
February 15, 1955

C. H Maison
Chief Auditor

Dear Mr. Maison:

We have received an assignment from Fred Rouse and Henry H. Miller assigning to the Douglas County State Bank, Roseburg, monies due them from State Highway Contract No. 4195, grading and surfacing the Burns Corner-Lewisville Section of the Burns Corner-Suver Road in Polk County. However, we have not as yet received the consent of the surety. It would, therefore, be appreciated if you will hold up future payments until further advised by this office.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

jmc

February 15, 1955

Long, Neuner & Davis
Lawyers
P. O. Box 587
Roseburg, Oregon

Attention: Mr. George W. Neuner

Gentlemen:

I have just received your letter of February 14, 1955 transmitting in triplicate an assignment whereby there is assigned to the Douglas County State Bank of Roseburg by Fred Rouse and Henry H. Miller the sum of $11,008.17 due them from the State of Oregon in connection with State Highway Contract No. 4195, grading and surfacing the Burns Corner-Lewisville Section of the Burns Corner-Suver Road in Polk County.

The assignment appears to be in satisfactory form, and we will be glad to honor it so far as it is possible, upon receipt of a letter from the surety on the bond furnished by Messrs. Rouse and Miller in connection with this job consenting to the assignment without prejudice to the bond. The bond was written by the Glens Falls Indemnity Company through Rogers Insurance Agency, Inc., 803 Title and Trust Building, Portland 4, Oregon. Pending receipt of such letter I am instructing our Chief Auditor to withhold future warrants in connection with this job. You will recall that it is the long standing policy and practice of the State Highway Department not to honor assignment of contractors' funds unless the assignment is approved by the contractors' bondsman.

I have just checked with our Auditing Division and I am informed that the amount of retained percentage recorded in their books is $7,119.64. This represents 7½% of the amount of the contract. This is the amount of retainage shown on Estimate No. 5 for work performed up to November 10, 1954. The job is not yet completed, in fact the time limit for completion has been extended to July, 1955.

Another thing I think I should mention is that the amount of the assignment as prepared is a definite sum, whereas in all probability payments to Rouse and Miller will not exactly equal that sum. Perhaps the assignment should have been prepared to cover all monies now due or which may hereafter become due and payable to Rouse and Miller in connection with this job inasmuch as we cannot split an individual payment. Just in case you concur in my thinking, I have prepared the assignment on the Highway Department's standard form and enclose in quintuplicate. If you approve, please have Messrs. Rouse and Miller sign them in front of witnesses, as in the first instance, and return to me the original and two copies for further handling.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

Encls.

NOTED ON CARD

LONG, NEUNER & DAVIS
LAWYERS
UMPQUA SAVINGS & LOAN BUILDING
ROSEBURG, OREGON

J. V. LONG
GEORGE W. NEUNER
ROBERT G. DAVIS

DONALD A. DOLE

P. O. BOX 587
ORCHARD 3-5541

February 14, 1955

State Highway Commission
Salem
Oregon

Gentlemen:

On behalf of Douglas County State Bank of Roseburg, Oregon, we hand you herewith in triplicate Assignment of Claim by Fred Rouse and Henry H. Miller in favor of the Bank by which the sum of $11,008.17 due from the Commission to the Assignors in connection with State Contract No. 4195 (527-1034-201) 41, is assigned.

The form of assignment is taken from your printed form, however, we did not have sufficient forms available to make the assignment in triplicate.

We would appreciate very much the Commission's acceptance of this assignment at your earliest convenience.

Yours very truly,

LONG, NEUNER & DAVIS

BY

GWN:leh
cc: Mr. E. G. Young
Douglas County State Bank

RECEIVED
FEB 15 1955
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD

ANSWERED
[illegible] KAISER

ASSIGNMENT OF CLAIM

FOR AND IN CONSIDERATION of Ten Dollars ($10.00) and other valuable consideration to them paid by DOUGLAS COUNTY STATE BANK, a banking corporation of the State of Oregon, of Roseburg, Oregon, we do hereby sell, assign and transfer to DOUGLAS COUNTY STATE BANK, the sum of Eleven Thousand Eight and 17/100ths Dollars ($11,008.17) due us from the State of Oregon, by and through its State Highway Commission, in connection with that certain construction contract for the Burns Corner - Lewisville Section of the Burns Corner - Suber Road contract No. 4195 527-1034-201(41) said sum being the retainage held by the State for the performance of said contract, and do authorize and empower the said Douglas County State Bank to act as agent for us and in our name, place and stead, to sign receipt for and receive any warrant or check which may hereafter be drawn on the Treasurer of the State of Oregon in payment of said money due us from the State and to endorse said warrant or check for payment by said Treasurer; provided, however, that this assignment shall be subject to any claim or interest which the State may have in said funds as against our claim or interest.

WITNESS our hands this 12th day of January, 1955.

ASSIGNMENT OF CLAIM

FOR AND IN CONSIDERATION of Ten Dollars ($10.00) and other valuable consideration to them paid by DOUGLAS COUNTY STATE BANK, a banking corporation of the State of Oregon, of Roseburg, Oregon, we do hereby sell, assign and transfer to DOUGLAS COUNTY STATE BANK, the sum of Eleven Thousand Eight and 17/100ths Dollars ($11,008.17) due us from the State of Oregon, by and through its State Highway Commission, in connection with that certain construction contract for the Burns Corner - Lewisville Section of the Burns Corner - Suber Road contract No. 4195 527-1034-201(41) said sum being the retainage held by the State for the performance of said contract, and do authorize and empower the said Douglas County State Bank to act as agent for us and in our name, place and stead, to sign receipt for and receive any warrant or check which may hereafter be drawn on the Treasurer of the State of Oregon in payment of said money due us from the State and to endorse said warrant or check for payment by said Treasurer; provided, however, that this assignment shall be subject to any claim or interest which the State may have in said funds as against our claim or interest.

WITNESS our hands this 12th day of January, 1955.

Fred Rouse (SEAL)
Fred Rouse

Henry H. Miller (SEAL)
Henry H. Miller

Copy Filed

Executed in the presence of
us as witnesses:

Lida E. Houghton

ACCEPTANCE

Upon the terms and conditions of the above assignment the State of Oregon acting by and through its State Highway Commission does hereby accept the foregoing assignment.

DATED this _____ day of January, 1955.

STATE HIGHWAY COMMISSION

BY: ______________________

State Highway Engineer

ASSIGNMENT OF CLAIM

FOR AND IN CONSIDERATION of Ten Dollars ($10.00) and other valuable consideration to them paid by DOUGLAS COUNTY STATE BANK, a banking corporation of the State of Oregon, of Roseburg, Oregon, we do hereby sell, assign and transfer to DOUGLAS COUNTY STATE BANK, the sum of Eleven Thousand Eight and 17/100ths Dollars ($11,008.17) due us from the State of Oregon, by and through its State Highway Commission, in connection with that certain construction contract for the Burns Corner - Lewisville Section of the Burns Corner - Suber Road contract No. 4193 S27-1034-201(41) said sum being the retainage held by the State for the performance of said contract, and do authorize and empower the said Douglas County State Bank to act as agent for us and in our name, place and stead, to sign receipt for and receive any warrant or check which may hereafter be drawn on the Treasurer of the State of Oregon in payment of said money due us from the State and to endorse said warrant or check for payment by said Treasurer; provided, however, that this assignment shall be subject to any claim or interest which the State may have in said funds as against our claim or interest.

WITNESS our hands this 12th day of January, 1955.

Fred Rouse (SEAL)
Fred Rouse

Henry H. Miller (SEAL)
Henry H. Miller

Executed in the presence of
us as witnesses:

Leila E. Houston

ACCEPTANCE

Upon the terms and conditions of the above assignment the State of Oregon acting by and through its State Highway Commission does hereby accept the foregoing assignment.

DATED this _____ day of January, 1955.

STATE HIGHWAY COMMISSION

BY: ______________________

State Highway Engineer

FOR AND IN CONSIDERATION of Ten Dollars ($10.00) and other valuable consideration to them paid by DOUGLAS COUNTY STATE BANK, a banking corporation of the State of Oregon, of Roseburg, Oregon, we do hereby sell, assign and transfer to DOUGLAS COUNTY STATE BANK, the sum of Eleven Thousand Eight and 17/100ths Dollars ($11,008.17) due us from the State of Oregon, by and through its State Highway Commission, in connection with that certain construction contract for the Burns Corner - Lewisville Section of the Burns Corner - Suber Road contract No. 4195 527-1034-201(41) said sum being the retainage held by the State for the performance of said contract, and do authorize and empower the said Douglas County State Bank to act as agent for us and in our name, place and stead, to sign receipt for and receive any warrant or check which may hereafter be drawn on the Treasurer of the State of Oregon in payment of said money due us from the State and to endorse said warrant or check for payment by said Treasurer; provided, however, that this assignment shall be subject to any claim or interest which the State may have in said funds as against our claim or interest.

WITNESS our hands this 18th day of January, 1955.

Fred Rouse (SEAL)

Fred Rouse

Henry H. Miller (SEAL)

Henry H. Miller

Executed in the presence of
us as witnesses:

Leila E. Houston

Geo W. [illegible]

ACCEPTANCE

Upon the terms and conditions of the above assignment the State of Oregon acting by and through its State Highway Commission does hereby accept the foregoing assignment.

DATED this _____ day of January, 1955.

STATE HIGHWAY COMMISSION

BY: ______________________________

State Highway Engineer

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DEC 17 1954
FOR FILING

S-149 (1)

December 16, 1954

Fred Yours & Henry P. Miller
444 Center St.
Salem, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on December 7, had under discussion your request for an extension of time from October 31, 1954 to October 31, 1955 within which to complete your contract No. 4195, covering the Burns Corner-Lewisville Section of the Burns Corner-Suver Road in Polk County.

We are pleased to inform you that the State Highway Commission granted your request to July 31, 1955 only without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: J. E. Walker,
Division Engineer

F. F. Whitmore,
Resident Engineer

R. G. Smith,
Construction Engineer

RECEIVED
NOV 29 1954
FOR FILING

S-144(1)
[illegible]

November 29, 1954

Request for extension of time
No. 23
December 7 and 8 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Fred House and Henry H. Miller for an extension of time on the Burns Corner-Lewisville Contract No. 4195, from October 31, 1954 to October 31, 1955.

All work on this project was completed with the exception of the oil mat surfacing, and at the order of the Engineer this work was to be delayed until next summer. The contractor has requested an extension to October 31, 1955, but I would recommend that this be granted only to July 31, 1955, which will permit ample time to complete the oil mat surfacing.

I recommend that the extension be granted without penalty, and Mr. C. G. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

EAP: me

Enclosure

cc Mr. H. G. Smith

RECEIVED
NOV 24 1954
FOR FILING

S-149(1)
4195

November 23, 1954

Mr. C. O. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the Burns Corner-Lewisville Contract No. 4195, Oregon S-149 (1), from October 31, 1954 to July 31, 1955, to Fred Rouse and Henry R. Miller, contractors.

All work was completed on this project with the exception of the oil mat surfacing, and the contractor was ordered on October 9th not to attempt to oil until next season. He has requested an extension to October 31, 1955, but I would recommend that the extension be granted without penalty to July 31, 1955, which would permit ample time to complete the oil mat surfacing.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

cc to: H. G. Smith

Form PR 2 (Revised 1950)

State Oregon

Federal Aid Secondary Project No. S-149(1)

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 8th day of October, 1954, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 12th day of May, 1953, a program, which was approved on the 5th day of June, 1953, for the project hereinafter described; and

Whereas the Highway Department in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were ~~recommended for approval~~ approved by the District Engineer of the Bureau of Public Roads on the 21st day of April, 1954; and

Whereas the ~~Division~~ District Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of sixty-four thousand, seven hundred and 00/100 dollars ($64,700.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

Form PR 2 (Revised 1950)

[illegible]

State Oregon

Federal Aid Secondary Project No. S-149(1)

U. S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 8th day of October, 1954, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 12th day of May, 1953, a program, which was approved on the 5th day of June, 1953, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were ~~recommended for approval~~ approved by the District Engineer of the Bureau of Public Roads on the 21st day of April, 1954; and

Whereas the ~~Division~~ District Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of sixty-four thousand, seven hundred and 00/100 dollars ($64,700.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(a) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(b) From other sources Cash deposited by Polk County with the Highway Department.

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 0+34 in the SW 1/4, Section 36, T. 8 S., R. 6 W., W.M., and survey station 168+00 in the NE 1/4, Section 18, T. 9 S., R. 5 W., W.M., without exception, length 3.176 miles, in Polk County, being Oregon Federal Aid / Secondary project No. S-149(1), consisting of 3.176 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~of total length~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of sixty-four thousand, seven hundred and 00/100 dollars ($64,700.00), which does not exceed the authorized Federal pro rata share of one hundred four thousand, four hundred twenty-one and 35/100 dollars ($104,421.35), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Bureau of Public Roads shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available) Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest

SECRETARY

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By
Acting *Division Engineer,*
Bureau of Public Roads.

RECEIVED OCT 13 1954 OREGON DISTRICT

RECEIVED OCT 7 1954 DIVISION 8

Oregon State Highway Department

Federal Aid Secondary
Project No. S-149 (1)

BURNS CORNER-LEWISVILLE SECTION
OF THE BURNS CORNER-SUVER ROAD IN POLK COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 5, 1954

Type Code 5231
Roadway (Sta. 0+34 to Sta. 168+00)(Contract No. 4195)

All Required		Clearing and Grubbing	$	$ 2,000.00
330	cu. yd.	Structural Excavation, Unclassified	2.00	660.00
53,500	cu. yd.	General Excavation, Unclassified	0.22	11,770.00
137,500	yd. sta.	Short Overhaul	0.01	1,375.00
1,600	C-yd. sta.	Long Overhaul	0.35	560.00
3.18	miles	Finishing Roadbed and Slopes	750.00	2,385.00
360	lin. ft.	12-inch Concrete Pipe	2.00	720.00
830	lin. ft.	18-inch Concrete Pipe	3.25	2,697.50
40	lin. ft.	24-inch Concrete Pipe	4.65	186.00
60	lin. ft.	36-inch Concrete Pipe	8.00	480.00
60	lin. ft.	48-inch Concrete Pipe	13.00	780.00
60	lin. ft.	60-inch Concrete Pipe	22.00	1,320.00
280	lin. ft.	Salvaging Culvert Pipe	2.00	560.00
880	lin. ft.	6-inch Perforated Metal Drain Pipe	2.50	2,200.00
60	cu. yd.	3/8" - 0 Backfill in Drains	5.00	300.00
20,600	cu. yd.	Coarse Material in Base	1.70	35,020.00
3,000	cu. yd.	3/4" - 0 Material in Base & Shoulders	3.45	10,350.00
480	M-gal.	Sprinkling	3.00	1,440.00
400	cu. yd.	3/4" - 0 Material in Binder Course	3.75	1,500.00
65	tons	RC-3 Asphalt in Binder Course	40.00	2,600.00
1,920	cu. yd.	Aggregates in Oil Mat Wearing Surface	4.50	8,640.00
140	tons	150-200 Asphalt in Oil Mat Wearing Surface	40.00	5,600.00
42	tons	RS-1 Asphalt in Oil Mat Wearing Surface	42.50	1,785.00
		Subtotal		$ 94,928.50
		10% Engr. & Cont.		9,492.85
		Total		$104,421.35

Length of Roadway 3.176 miles
Cost of Roadway per mile $32,878.25

Federal Funds	$ 64,700.00
State Funds	19,860.67
County Funds	19,860.68
	$104,421.35

State Funds for Construction: Chap. 175, Laws 1917; Chap 31, Laws 1920; Chap 529, Laws 1939

Funds for Maintenance: Chap. 529, Laws 1939.

Note: Cash has been deposited by Polk County with the Highway Department.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-149 (1)

BURNS CORNER-LEWISVILLE SECTION

OF THE BURNS CORNER-SUVER ROAD IN POLK COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, April 16, 1954

Type Code 5231
Roadway (Sta. 0+34 to Sta. 168+00)

All Required	Clearing and Grubbing	$	$ 1,000.00
330 cu. yd.	Structural Excavation, Unclassified	3.00	990.00
53,500 cu. yd.	General Excavation, Unclassified	0.30	16,050.00
137,500 yd. sta.	Short Overhaul	0.02	2,750.00
1,600 C-yd. sta.	Long Overhaul	0.45	720.00
3.18 miles	Finishing Roadbed and Slopes	600.00	1,908.00
360 lin. ft.	12-inch Concrete Pipe	2.00	720.00
830 lin. ft.	18-inch Concrete Pipe	3.25	2,697.50
40 lin. ft.	24-inch Concrete Pipe	4.50	180.00
60 lin. ft.	36-inch Concrete Pipe	9.00	540.00
60 lin. ft.	48-inch Concrete Pipe	13.00	780.00
60 lin. ft.	60-inch Concrete Pipe	22.00	1,320.00
280 lin. ft.	Salvaging Culvert Pipe	2.00	560.00
880 lin. ft.	6-inch Perforated Metal Drain Pipe	2.00	1,760.00
60 cu. yd.	3/8" - 0 Backfill in Drains	5.00	300.00
20,600 cu. yd.	Coarse Material in Base	2.00	41,200.00
3,000 cu. yd.	3/4" - 0 Material in Base and Shoulders	3.25	9,750.00
480 M-gal.	Sprinkling	2.50	1,200.00
400 cu. yd.	3/4" - 0 Material in Binder Course	4.00	1,600.00
65 tons	RC-3 Asphalt in Binder Course	42.00	2,730.00
1,920 cu. yd.	Aggregates in Oil Mat Wearing Surface	4.25	8,160.00
140 tons	150-200 Asphalt in Oil Mat Wearing Surface	40.00	5,600.00
42 tons	RS-1 Asphalt in Oil Mat Wearing Surface	42.00	1,764.00
	Subtotal		$104,279.50
	10% Engr. & Cont.		10,427.95
	Total		$114,707.45

Length of Roadway 3.176 miles
Cost of Roadway per mile $35,770.60

Federal Funds	$ 71,000.00
State Funds	21,853.72
County Funds	21,853.73
	$114,707.45

Form E-61—20M—1-54

BPR.

OREGON STATE HIGHWAY DEPARTMENT
Materials Division

LABORATORY REPORT

Project Burns Corner - Lewisville. ~~Orr Corner-Monmouth~~
Highway ~~99 W~~ Burns Corner - Suver Rd.
Contractor
Submitted by Wm. R. Fretwell
Contract No.
Prefix No. 27-1426
County Polk
F. A. Project No.
Date reported June 5, 1953

REPORT ON SAMPLE OF COARSE AGGREGATE

Source of material Kentucky bar, 1.2 mi. S. of E. end of Independence-Roberts Br., Marion Co.
Sampled at Bar
To be used Oil Rock
Sampled by W. R. Fretwell
Date received June 4, 1953
Quantity represented 100,000 c.y.

TEST RESULTS

Laboratory No. 308878
Data Sheet No. A-27606
Type of material Gravel
Screen opening: To ¼": Square; ¼" and below: Square:

GRANULOMETRIC ANALYSIS

Retained on Sieve	Per cent Single Sieve	Per cent Accumulative	Per cent Coarse Aggregate
4	0	0	
3	5.5	5.5	
2	8.9	14.4	
1½	11.6	26.0	
1	12.0	38.0	
3/4	9.9	47.9	
1/2	10.6	58.5	
1/4	12.0	70.5	
10	14.1	84.6	
40	11.3	95.9	
P40	4.1	4.1	
Total	100.0		

Abrasion, per cent wear, Los Angeles Rattler	13.6%	
Specific gravity (Le Chatelier)	2.68	
Unit weight, dry rodded, lbs. per cubic foot	126.8	
Unit weight, loose, lbs. per cubic foot		
Fineness factor		
Sodium sulfate test, per cent loss		
Asphalt stripping: Natural fines	Poor	
Manufactured fines		
Plasticity index: Natural fines	0	%
Manufactured fines		%
Liquid limit: Natural fines	23	%
Manufactured fines		%

RECOMMENDATIONS

Material as represented by this sample is suitable for use.

TEST REPORT DISTRIBUTION:
Bureau of Public Roads
x Construction Engineer
Maintenance Engineer
Bridge Engineer
Requisition Office
x Division Engineer Walker
Resident Engineer
Dist. Maint. Supt.
Foreman
x Files
x Fretwell
x V. G. O'Neil
x Bartholomew

G. W. Harra
Engineer of Materials

State Printing 72213

NOTED
V. R

NOTED
Harold C. [illegible]

July 19, 1954

Honorable C. F. Hayes
Polk County Court House
Dallas, Oregon

FAS 560

Dear Judge:

We have been advised by our Construction Division that the Power Company has not yet moved eight power poles which are holding up the contractor on the Burns Corner-Lewisville project. The Power Company advises that they are waiting on a letter of authorization from the County Court. It would be appreciated if you would take care of this matter immediately so that the contractor can proceed with his work.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM

RECEIVED
FOR FILING

[illegible]

4195

June 29, 1954

Fred Rouse and
Henry H. Miller
444 Center St.
Salem, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4195, which was awarded to you May 18 by the State Highway Commission, covering the Burns Corner-Lewisville Section of the Burns Corner-Suver Road Highway in Polk County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
JUN 24 1954
FOR FILING

June 23, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on June 22, 1954 on Contract No. 4195, Burns Corner-Lewisville Section, in Polk County, in connection with Federal Aid Project No. S-149 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DBP:ch

Form A-180 10M 2-54

FAS 560
Polk Co

INVOICE

Oregon State Highway Department

Salem, Oregon

NOTED

NOTED
V. R. JONES

NOTED
Harold C. A

Polk County
Dallas, Oregon

Attn: County Court

Invoice No. 33900
Date June 4, 1954
Your Req. No.
Billing Request No. CC 87
Credit distribution: 527-1034-297

Advance Deposit	21,400.00
Burns Corner-Lewisville County FAS project in Polk County covered by agreement dated May 12, 1954. Partial transfer of county's share of total cost.	17,000.00
To be retained	$ 4,400.00

RECEIVED
1954
ENG

JH

R. H. Baldock
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM

NO
J. F. HAGEMANN

NOTED
V R JONES

May 19, 1954

Polk County Court
Court House
Dallas, Oregon

FAS 560

NOTED
Harold C. Ayers

Gentlemen:

This is to acknowledge receipt of the County's advance deposit of $21,400 in connection with the Burns Corner-Lewisville County FAS project and to advise that Contract No. 4195 was awarded to Fred Rouse and Henry H. Miller on May 18th.

A copy of the contract for your information and records will be forwarded under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM

NOTED
J. F. HAGEMANN

NOTED
V. R. JONES

May 13, 1954

NOTED
[illegible]

Polk County Court
Court House
Dallas, Oregon

Gentlemen:

On May 12th the Highway Commission received a satisfactory bid from Fred Rouse & Henry H. Miller of Salem for the construction of the Burns Corner-Lewisville Section of FAS 560. As per the agreement between the State and County, an advance deposit based on the low bid is required from the County. The amount of this deposit is as follows:

Bid Items	$94,928.50
Anticipated Additional Items	
Move and Relay water pipe	100.00
12-1/2% Engineering and Contingencies	11,878.56
Estimated Total Cost	$106,907.06
County Advance Deposit (20% of Estimated Total Cost)	$21,400.00

Please make this deposit by means of a warrant or check in the amount of $21,400 payable to the Oregon State Highway Commission, forwarding same to this office. Upon receipt of said deposit a contract will be awarded.

Based on the above estimate, Polk County has a balance of $26,000 (including State, County, and Federal funds) remaining from the fiscal years 1954 and 1955 FAS allocations.

Very truly yours,

R. H. Baldock
State Highway Engineer

NOTED
J. F. HAGEMANN

By

John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM

-4-

RECEIVED
FOR FILING

AGENDA
JUN 23 1954

30-13

May 14, 1954

Fred [illegible] and Henry W. [illegible]iller
44[illegible] Center Street
Salem, Oregon

Gentlemen:

The State Highway Commission on May 12th accepted your proposal for work on the Burns Corner-Lewisville Section of the Burns Corner-Buver County Road in Polk County for the sum of $[illegible] and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been satisfied. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 41[illegible].

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Very truly yours

[illegible] Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd [illegible]ery, Assistant Secretary

ad

cc - Mr. [illegible] [illegible] ([illegible])
Mr. [illegible] Smith
Mr. [illegible] Probert
Mrs. [illegible] Lewis

E. R.

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a full rate telegram
FULL RATE TELEGRAM
DAY LETTER
NIGHT LETTER

$
S
E

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206 10-51

INTERNATIONAL SERVICE
Check the class of service desired; otherwise the message will be sent at the full rate
FULL RATE
LETTER TELEGRAM
SHIP RADIOGRAM

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
May 18, 1954
3:05 p.m.

Fred Rouse and Henry F. Miller
444 Center Street
Salem, Oregon

Contract for Burns Corner-Lewisville Section of Burns Corner-Suver County Road in Polk County for which you submitted low bid on May 12 awarded you today. Contract forms follow shortly.

Lloyd Query, Assistant Secretary
OREGON STATE HIGHWAY COMMISSION

CC: CONFIRMATION
Accounting (5001-900)
Files
C. W. Head

Assistant Secretary

FL
Attach: 5

RECEIVED
MAY 20 1954
FOR FILING

file

S-141(1)

4195

S-149

Salem, Oregon
May 18, 1954

Mr. John W. Cattrall
City & County Relations Dept.
Office.

Attached are four certified copies of a Maintenance Agreement and one conformed copy of a Finance Agreement with Polk County covering the Burns Corner-Lewisville Section County FAS project in Polk County.

The original of each of the above agreements has been retained in this office for the Commission's files and one fully executed copy of each has been sent to the County Court of Polk County.

Very truly yours

Assistant Secretary

FH
Attach: 5

FORM E-80 25M 9-51 82315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 7, 1954

SUBJECT: FAS 560, Polk County
Burns Corner-Lewisville Section

To: Mr. W. C. Williams
OFFICE

REFERRED TO
Query
BY ~~DEPUTY~~ STATE HIGHWAY ENGINEER

Enclosed are three copies of a finance agreement covering the Burns Corner-Lewisville Section Section County FAS project in Polk County. Two copies of the agreement have been executed by the proper county officials and are now ready for presentation to the Highway Commission.

Also enclosed are six copies of a maintenance agreement covering the Burns Corner-Lewisville Section project. After signature by the Highway Commission, please return four either fully executed or certified true copies to this office for transmittal to the B.P.R.

Both agreements require your signature of approval.

The Burns Corner-Lewisville Section project was originally approved by the Highway Commission on ~~June~~ Jan. 21, 1953, and the revised project and additional funds approved on September 24, 1953.

John W. Cattrall
Engineer, County and City Relations

By John D. Graham

John D. Graham
Office Engineer

JDG:MM
Encl.

RECEIVED
1954

AUTHORIZED BY HIGHWAY COMMISSION
DATE 1-21-53 minute Page 22
9-24-53 minute page 56
Lloyd Query
Ass't. Secretary

RECEIVED
MAY [illegible] 1954
FOR FILING

S-147(1)

4193

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 18, 1954

C
O
P
Y

SUBJECT: FAS 560, Polk County
FAS 479, Union County

To:

Mr. W. C. Williams
OFFICE

Advance deposits in the amount of $21,400 and $7,600 were received respectively from Polk and Union Counties in connection with the Burns Corner-Lewisville and West Unit, Alicel-Cove projects. Both projects are now clear for award of contracts.

/s/ John F. Hagemann

John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM

cc: S. H. Probert

RECEIVED
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

S-149(1)

4175

S-149(1)

May 18, 1954

NOTED
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired for Oregon Project S-149 (1), Burns Corner-Lewisville Section of the Burns Corner-Suver Road, we hereby concur as of this date in award of contract to Fred Rouse and Henry H. Miller of Salem, Oregon, low bidder in the amount of $94,928.50 at the May 12, 1954 bid opening.

Very truly yours,

CGPolk
C. G. POLK
District Engineer

Copy to Mr. Probert

RECEIVED
MAY 19 1954
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 20 1954
FOR FILING

S-149(1)

4195

S-149(1)

May 18, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for grading and oiling work on the Burns-Corner-Lewisville Section of the Burns Corner-Suver County Road in Polk County, Project S-149 (1), to Fred Rouse & Henry H. Miller of Salem, Oregon, on the basis of the bid of $94,928.50 submitted on May 12, 1954.

All rights of entry required for this contract are acquired.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

SHP:gs

RECEIVED
[illegible]
FOR FILING

S-149(1)

4195

S-149(1)

May 18, 1954

County Court of Polk County
Court House
Dallas, Oregon

Gentlemen:

We are enclosing herewith for the records and files of Polk County one fully executed copy each of a Maintenance Agreement and Finance Agreement between the State Highway Commission and Polk County covering the Burns Corner-Lewisville Section, County FAS project in Polk County.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By
Floyd Query, Assistant Secretary

rn
Enc.

RECEIVED
MAY 1 4 1954
FOR FILING

S-149(1)

1115

S-149(1

May 13, 1954

Fred Rouse & Henry H. Miller
444 Center Street
Salem, Oregon

Gentlemen:

The State Highway Commission on May 12, 1954 accepted your bid in the amount of $94,928.50 for grading and oiling the Burns Corner-Lewisville Section of the Burns Corner-Suver County Road south of Dallas in Polk County, which was the low bid received for that job. The Commission referred the bid to the Engineer with authority to award the contract to you as soon as certain conditions have been satisfied.

I enclose for your immediate information a copy of the proposal form pertaining to this job for use by you pending receipt of the contract and bond forms. Your attention is particularly called to the paragraphs on page 5 under the heading "Restriction on Commencemenb of Work".

Respectfully yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By

Floyd Query, Assistant Secretary

ehr

cc S. H. Probert
H. G. Smith
R. G. Savage, SIAC

Mr. Henry H. Miller
CV Route, Box 166,
Roseburg, Oregon

RECEIVED FOR FILING

S-149(1)

1195

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

April 28, 1954

NOTED
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Your April 7, 1954 request for individual project program change in Item 224, Project S-149(1), Federal-aid Secondary Highway Program, Supplement No. 18, was approved by Acting Commissioner H. S. Fairbank, April 13, 1954. This letter will confirm for the record our previous verbal notification in this matter.

The total cost will now read $133,000, Federal Funds $79,800, State Funds $53,200 (County $26,600 - State $26,600), Length 3.18 and Character of proposed work grade and drain, 2-lane intermediate type surfacing.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

RECEIVED
APR 29 1954
OREGON
STATE HIGHWAY COMMISSION

NOTED
V. R. JONES

Salem, Oregon
April 23, 1954

FAS 560, Polk County

Mr. Earl F. Saling
Right of Way Division

NOTED
Harold C. A[illegible]s

Attached is a copy of a letter from Polk County Judge Hayes advising that deeds have been obtained for all right of way required in connection with the Burns Corner-Lewisville County FAS project.

John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM
Att.

Dallas,Ore.
April,21,1954.

Mr.John Hegeman;
Dear sir:

This is to inform you that all deeds to right of way on the Burns corner to Lewisville corner,known as road #8,have been procured by the county and are on file.

Sincerely

C F Hayes

C.F.Hayes
Polk County Judge.

RECEIVED
APR 23 1954
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 2[illegible] 1954
ENGINEER
COUNTY [illegible] RELATIONS

NOTED
V. R. JONES

April 22, 1954

NOTED
Harold C. Ayers

Polk County Court
Court House
Dallas, Oregon

Gentlemen:

Enclosed are two copies of an agreement covering finances, six copies of a maintenance agreement, six copies of an encroachment resolution, and a set of plans and specifications in connection with the Burns Corner-Lewisville Section of FAS 560, upon which bids will be accepted on May 12th.

The finance agreement covers state and county participation in costs and provides for an advance deposit to be made by the county after the low bid has been determined and prior to award of a contract. The estimated cost for this project is $117,500; however, the low bid received will govern. Please consider this estimated total cost as confidential.

The maintenance agreement and encroachment resolution are standard forms required by the Bureau of Public Roads in connection with projects of this nature. The maintenance agreement provides that the county agrees to maintain the completed project in a manner satisfactory to the B.P.R., and the encroachment resolution provides that the county will permit no encroachments on the right of way which will permanently interfere with the free and convenient flow of traffic.

The set of plans and specifications is for your information and records. The specifications provide that the project shall be completed not later than October 31, 1954.

If satisfactory, please sign, have the County Clerk attest, and return all copies of both agreements and five copies of the resolution to this office. After signature by the Highway Commission, a fully executed copy of each agreement will be returned. Your immediate attention to this matter will be appreciated.

A letter certifying that all right of way has been obtained should accompany the signed agreements and resolution.

Very truly yours,

R. H. Baldock
State Highway Engineer

NOTED
J. F. HAGEMANN

By: John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM
Encl.

NOTED
V. R. JONES

April 22, 1954

NOTED
Harold C. Ayers

Polk County Court
Court House
Dallas, Oregon

Gentlemen:

Enclosed are two copies of an agreement covering finances, six copies of a maintenance agreement, six copies of an encroachment resolution, and a set of plans and specifications in connection with the Burns Corner-Lewisville Section of FAS 560, upon which bids will be accepted on May 12th.

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The set of plans and specifications is for your information and records. The specifications provide that the project shall be completed not later than October 31, 1954.

If satisfactory, please sign, have the County Clerk attest, and return all copies of both agreements and five copies of the resolution to this office. After signature by the Highway Commission, a fully executed copy of each agreement will be returned. Your immediate attention to this matter will be appreciated.

A letter certifying that all right of way has been obtained should accompany the signed agreements and resolution.

Very truly yours,

R. H. Baldock
State Highway Engineer

NOTED
J. F. HAGEMANN

By: John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM
Encl.

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

April 21, 1954

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project S-149(1), Burns Corner-Lewisville Section of the Burns Corner-Suver Highway in Polk County. This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending notification that all rights of way or rights of entry have been acquired.

Please forward the usual copies of the County resolution covering maintenance and encroachment prior to submission of the agreement estimate.

Very truly yours,

CGPolk
C. G. POLK
District Engineer

RECEIVED
APR 22 1954
OREGON
STATE HIGHWAY COMMISSION

NOTED
V. R. JONES

FORM E-30 25M 11-50 44701

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon.

April 12,1954

FAS 560
SUBJECT: Polk County- Burns Corner-
Lewisville
Clearing Right of Way

To:
Mr J D Walker, Division Engineer

Dear Sir;

Reporting on the clearing right of way by Polk County forces;

There is a lot of burning to be done and cleaning up debris, even inside slope stakes areas. Also some stumps and roots. Much of the brush and stumps have been shoved to sides of road out of grading areas but not burned. Probably two days dozer work to do but hand labor burning and chunking up for four men for a week to be done, not including stumps piled at South end of job on land they bought in triangular piece, away from roadway.

Cost about $500 to clean it up at least.

Very truly yours

P P Whitmore

P P Whitmore
Resident Engineer.

NOTED
J. F. HAGEMANN

Salem, Oregon
April 8, 1954

NOTED
V. R. JONES

Mr. H. G. Smith
Construction Engineer

NOTED
Harold C. Ayers

Judge Hayes, Polk County Judge, advised this date that the county has completed all clearing operations, excepting approximately two days work, on the Burns Corner-Lewisville Section of FAS 560. Also, all right of way has been obtained. Bids may be accepted on this project at the May 11-12 Commission meeting.

John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM

cc: V. G. O'Neil
J. D. Walker

NOTED
J. W. CATTRALL

NOTED
V. R. JONES

February 19, 1954

NOTED
Harold C. Ayers

Honorable C. F. Hayes
Polk County Judge
Dallas, Oregon

NOTED
J. F. HAGEMANN

Dear Judge:

Enclosed are four copies of a revised option for property to be acquired from Bruce Starker in connection with the right of way for the Burns Corner-Lewisville FAS project. This option has been revised as per your request to Mr. Whitmore, Resident Engineer.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:MM
Encl.

7R-560

NOTED
J. W. CATTRALL

FORM E-30 25M 9-51 82318

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 18, 1954

SUBJECT: File No. 20469--Bruce Starker
Burns Corner-Lewisville Section
Kings Valley Highway-Monmouth County Road
Polk County
Area: 2.17 acres and 1.43 acres

To: Mr. John Cattrall
City-County Relations Engineer
OFFICE

Dear Mr. Cattrall:

Herewith is a revised option form in quadmplicate for property to be acquired by Polk County for the Burns Corner-Lewisville Section of the Kings Valley Highway-Monmouth County Road. This option has been revised to include all the property between the existing highway and the new highway, in addition to the required right of way.

Yours truly,
R. L. PORTER, Right of Way Eng.
Earl F. Saling
EARL F. SALING, Right of Way Off. Mgr.

AE:wo

cc: Mr. Cattrall
cc: R. L. Porter

RECEIVED
FEB 19 1954
ENGINEER

RECEIVED
19 1954
ENGINEER

FORM E-123 50M REVISED 3-53

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

NOTED
J. W. CATTRALL

NOTED
V. R. JONES

February 3, 1954

File No. 20469
Burns Corner-Lewisville Sec.
Kings Valley Highway-Monmouth

Mr. Ralph P. Howe
Polk County Surveyor
Dallas, Oregon

NOTED
Harold C. Ayers

Dear Mr. Howe:

After talking to you on the phone the morning of February 2, we found the duplicate copy of the revised Bruce Starker description in our division office. The description, as revised to eliminate the well, containing 1.43 acres is on the attached option form which is forwarded to you in quadruplicate. We are glad that you called for this description as the revision was lost in transmittal between our departments.

Very truly yours,

C. W. ENFIELD
Chief Counsel

NOTED
J. F. HAGEMANN

By

Earl F. Saling
Right of Way Office Manager

EFS:ls
Attach: Option in
quadruplicate
cc: J. W. Cattrall

cc: R. L. Porter

COPY

RECEIVED
-4 1954
ENGINEER
COUNTY

FORM E-30 25M 9-51 82315

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 16, 1953

RECEIVED
[illegible] 1953
ENGINEER [illegible]

To: Mr. H. G. Smith
Construction Engineer

SUBJECT:

NOTED
Harold C. Ayers

NOTED
J. F. HAGEMANN

Reference is made to the Burns Corner-Lewisville County FAS project in Polk County as revised to include an [illegible]-11, using two years' funds.

The Polk County Court has requested that surface and ditch slopes be reduced from 3:1 to 2:1, and that the project be scheduled for letting around April of 1954. Please revise the plans and schedule of contract lettings to conform to this request.

V. C. Williams
Assistant State Highway Engineer

cc: S. H. Probert
J. D. Walker
J. W. Cattrall

NOTED
J. W. CATTRALL

Salem, Oregon
October 16, 1953

NOTED
Harold C. A [illegible]

Mr. W. C. Williams
OFFICE

NOTED
J. F. HAGEMANN

The Burns Corner-Lewisville County FAS project in Polk County was originally programmed to use one year's money for grading and placing base rock only with the county to do the oiling afterwards. As no suitable base and surfacing material was found in the immediate vicinity, the estimated cost based on hauling from the Independence area exceeded available funds. The County Court has since requested that funds available next year be combined with this year's funds for construction of a completed project including an O-11 oil mat. This combination project was approved by the Highway Commission on September 24th as part of the "Supplemental 1954 & 1955 County FAS Program."

The County Court has further requested that the surface and ditch slopes be reduced from 3:1 to 2:1 in order to reduce the total cost by conserving on both grading quantities and the rather expensive (due to approximately a twelve-mile haul) base and surfacing material. Also, the Court has asked that this project be put up for bid around April, 1954, so that the county will have ample time to complete the clearing with county forces and to obtain all required right of way. Mr. Polk, B.P.R. District Engineer, has indicated no objection to the proposed 2:1 slopes.

If the above proposals meet with your approval, there is attached a suggested letter to the construction division, with copies for other interested parties, advising of same.

John W. Cattrall
Engineer, County and City Relations

By

John F. Hagemann
Assistant Engineer

71-560
Polk

Att.
JFH:MM

PROPOSED PROJECT
POLK COUNTY
AVAILABLE FUNDS - $66,000

FAS 560 - Burns Corner-Lewisville, 3.18 Miles.
A project on this section of road was programmed as a 1954 FAS project for grading and placing base material with the county to construct an oil mat thereon. Due to lack of suitable base material in the immediate area, the estimated cost of the 1954 project greatly exceeded the $67,000 of available funds. The county has requested that the 1954 funds of $67,000 be combined with the 1955 funds of $66,000 and a complete project for grading, placing base material, and constructing an O-11 with binder 20' wide with 2' shoulders be programmed. This will make a total of $133,000 available for this project. The field data has been completed.

9/1/53

POLK COUNTY

TOTAL FAS FUNDS FOR PROGRAMMING: 1954 - $67,000
1955 - $66,000

PROPOSED PROJECTS:

1954 - FAS 560 from the Kings Valley State Highway near Burns Corner southeasterly to the county road to Monmouth, a distance of approximately 3.3 miles. Grade, place base material and crushed rock or gravel wearing surface.

1955 - To be selected at a later date.

REMARKS: The county wishes to confine this project to one year's FAS allocation ($67,000). It is the county's plan to oil this section with county forces after completion of the FAS project. The county engineer has a plan and profile map of the proposed improvement and the county has done a large part of the required clearing operations.

FORM E 30 25M 9-51 92315

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 3, 1953

NOTED
J. W. CATTRALL

To: Mr. W. C. Williams
Ass't. State Highway Engineer
Office

SUBJECT:

NOTED
[illegible]

NOTED
J. F. HAGEMANN

Dear Sir:

The Polk County Court has requested that the State allow them to remove 15,000 cubic yards of pit-run gravel to be used as base on the Burns Corner-Lewisville County Road FAS No. 560, material to be taken from the Kentucky Bar located in the Willamette River just below Independence.

Walker informs me that there is a vast quantity of material in the bar which should be ample for our needs for a long time. Therefore, I recommend permission be granted.

Very truly yours,

H. G. Smith
Construction Engineer

By Forrest Cooper
Forrest Cooper
Ass't. Construction Engineer

FC:js
cc J. D. Walker
J. W. Cattrall

RECEIVED
[illegible] 53
ENG[illegible]

RECEIVED
[illegible] 53

NOTED
Harold C. Ayers

NOTED
J. W. CATTRALL

FORM E-30X 25M 6-51 90116

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 4, 1953

SUBJECT: Materials Source for Burns Corner-Lewisville Section, Polk County

To: Mr. J. D. Walker,
Division Engineer,
Department.

NOTED
J. F. HAGEMANN

Dear Sir:

A preliminary investigation has been made of the gravel source on the J. D. Durfee property, located 0.4 mile west on the Bridgeport road. The following information was obtained.

The available gravels lie within the confines of the present channel. The average depth of the gravel appears to be about 3 feet. In order to remove the desired quantity from this area, it would be necessary to dredge the channel the entire length of the Durfee property and well into the adjoining property. The quantity of available material on the Durfee property would not exceed 6,000 to 8,000 cubic yards.

Respectfully submitted,

William R. Fretwell

William R. Fretwell,
Division Geologist.

WRF:AM
cc Mr. H. G. Smith
Mr. John W. Cattrall

NOTED
J. F. HAGEMANN

BURNS CORNER-LEWISVILLE

ESTIMATE OF COST

Item	Quantity	Unit		Unit Price	Amount
Structural Excavation, Unclassified	330	Cu. Yds.		$ 3.00	$ 990.00
General Excavation, Unclassified	54,600	Cu. Yds.		0.35	19,110.00
Short Overhaul	140,000	Yd. Stas.		0.02	2,800.00
Long Overhaul	1,600	C-Yd. Stas.		0.50	800.00
Finishing Roadbed and Slopes	3.18	Miles		800.00	2,544.00
12-inch Concrete Pipe	360	Lin. Ft.		2.25	810.00
18-inch Concrete Pipe	800	Lin. Ft.		3.50	2,800.00
24-inch Concrete Pipe	40	Lin. Ft.		5.00	200.00
36-inch Concrete Pipe	60	Lin. Ft.		7.50	450.00
48-inch Concrete Pipe	60	Lin. Ft.		11.00	660.00
60-inch Corrugated Metal Pipe	20	Lin. Ft.		25.00	500.00
Salvaging Culvert Pipe	240	Lin. Ft.		2.00	480.00
6-inch Perforated Metal Drain Pipe, Coated	880	Lin. Ft.		2.25	1,980.00
3/8" - 0 Backfill in Drains	60	Cu. Yds.		6.00	360.00
Pit-run Gravel in Surfacing	19,400	Cu. Yds.	2.50	1.25	24,250.00 39
~~3/4" - 0 Material in Surfacing~~	~~1,800~~	Cu. Yds.		3.50	~~6,300.00~~
Sprinkling	430	M-Gals.		3.00	1,290.00

Total Estimated Contract Amount $66,324.00

Extra Work

Move and relay private water line 100.00

$66,424.00

12½% Engineering & Contingencies 8,303.00

Total Estimated Contract Authorization $74,727.00

3

6,000

76,000

$16,000

66
17

83,000

84,500

17,000

BURNS CORNER-LEWISVILLE

ESTIMATE OF COST

Item	Quantity	Unit	Unit Price	Amount
Structural Excavation, Unclassified	330	Cu. Yds.	$ 3.00	$ 990.00
General Excavation, Unclassified	54,600	Cu. Yds.	0.35	19,110.00
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12-inch Concrete Pipe	360	Lin. Ft.	2.25	810.00
18-inch Concrete Pipe	800	Lin. Ft.	3.50	2,800.00
24-inch Concrete Pipe	40	Lin. Ft.	5.00	200.00
36-inch Concrete Pipe	60	Lin. Ft.	7.50	450.00
48-inch Concrete Pipe	60	Lin. Ft.	11.00	660.00
60-inch Corrugated Metal Pipe	20	Lin. Ft.	25.00	500.00
Salvaging Culvert Pipe	240	Lin. Ft.	2.00	480.00
6-inch Perforated Metal Drain Pipe, Coated	880	Lin. Ft.	2.25	1,980.00
3/8" - 0 Backfill in Drains	60	Cu. Yds.	6.00	360.00
Pit-run Gravel in Surfacing	19,400	Cu. Yds.	2.50 ~~1.25~~	24,250.00 48,500
3/4" - 0 Material in Surfacing	1,800	Cu. Yds.	3.50	6,300.00
Sprinkling	430	M-Gals.	3.00	1,290.00
Total Estimated Contract Amount				$66,324.00

Extra Work

Move and relay private water line 100.00

Cut

$66,424.00

12½% Engineering & Contingencies 8,303.00

Total Estimated Contract Authorization $74,727.00

7,087.00

67,640.00

67,000

66,425
14,550
80,975

84,300
12½ 10,500
94,800
25,000 available
67,000
$28,000

74,727
14,550
89,277

1" Cr.
" R.R.
30 subgrade

3" A.C.
2½ - 5½

FORM E-30 25M 6-51 82315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

NOTED
J. W. CATTRALL

Salem, Oregon
May 29, 1953

NC
Harold C. Ayers

SUBJECT:

Burns Corner-Lewisville Section
Kings Valley Hwy.-Monmouth County Road
Polk County

To:

John W. Cattrall
County & City Relations Engr.
Office

Dear Mr. Cattrall:

Herewith are option forms, in quadruplicate, for property to be acquired by Polk County for right of way on the Burns Corner-Lewisville Section of the Kings Valley Highway junction to Monmouth County Road. This project is scheduled for letting in June 1953.

Attached are two prints of 7B-21-12, on which we have stamped our date of May 27, 1953.

FILE NO.	NAME	PARCEL	AREA
20460	Calvin C. Fry		0.13 acre
20461	Ernest E. Puddy et ux and George W. Maxwell et ux		0.26 acre
20462	Wilson Bump		0.18 acre
20463	Ada F. Alexander		1.48 acres
20464	Joseph L. Spooner		0.68 acre
20465	Alton A. Upmeyer		0.82 acre
20466	Everett Dunnette		0.56 acre
20467	Royal A. Cochran		2.50 acres
20468	Chester B. Healy	1	1.34 acres
		2	0.21 acre
20469	Bruce Starker		1.50 acres

NOTED

Very truly yours,

Earl F. Saling

EARL F. SALING
Right of Way Office Manager

Encls.

AE:ia

cc - R. L. Porter

cc - H. G. Benson,
with copy of print

To Co. by V. Jones
6/1/53

NOTED
J. W. CATTRALL

Salem, Oregon
May 22, 1953

NOTED
Harold C. Ayers

Mr. V. G. O'Neil
Office Engineering Division

NOTED
J. F. HAGEMANN

As per the estimate furnished by Mr. Swenson for the Burns Corner-Lewisville County Road FAS project in Polk County, I contacted the Polk County Court this date to see if the county was agreeable to removing the 3/4"-0" crushed rock from the project in order to bring the costs within the $67,000 available funds. The Court agreed to this and the project will now include only the 10" of pit run material.

The members of the Court, the county surveyor, the county engineer, and the county road supervisor were all of the opinion that there was not 19,400 cubic yards of pit run gravel in the sources specified in the field data. Perhaps this matter should be investigated further as the unit price will be changed considerably if such is the case.

Also, the Court requested that the date for accepting bids be postponed from the June Commission meeting until the one following June as the county is to do the clearing and grubbing prior to contracting and will not be able to do so until right of way has been obtained. Right of way descriptions have not been furnished the county as yet. All clearing should be completed prior to advertising the job for bids.

The Court also advised that the utility franchises issued by the county require the utility company to move poles as required. The county will see that all power or telephone poles are moved as specified by us.

John W. Cattrall
Engineer, County and City Relations

By

John F. Hagemann
Assistant Engineer

Fa. 560

JFH:[illegible]
cc: H. G. Smith & J. D. Walker

NOTED
Harold C. Ayers

May 22, 1953

Mr. Ralph P. Howe
Polk County Surveyor
Courthouse
Dallas, Oregon

NOTED
J. W. CATTRALL

NOTED
J. F. HAGEMANN

Dear Sir:

I am forwarding the right of way map which I borrowed this date under separate cover. It would appear the best way to handle the right of way would be to proceed on the basis as originally proposed by you wherein you will originally acquire right of way as described by us, and after the project has been completed, return the unneeded portions to the abutting property owners. To avoid trespassing by the contractor, right of way beyond the slope-stake line is needed so that the contractor may operate his equipment.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John F. Hagemann
Assistant County-City Relations Engineer

JFH:MM

Fu. 500

Salem, Oregon
April 15, 1953

NOTED
J. W. CATTRALL

Mr. H. G. Smith
Construction Engineer

NOTED
Harold C. Ayers

Attention: Mr. E. A. Pease

NOTED
J. F. HAGEMANN

The enclosed field data on the Burns Corner-Lewisville County Road FAS project in Polk County has been examined and appears to be consistent with the project as discussed with the county and approved by the Highway Commission.

The field cost estimate is within the programmed amount of $67,000; however, there is no "sprinkling" item. If, after the cost estimate has been reviewed and revised, the total exceeds $67,000, please advise this office and we will endeavor to work out a solution with the county.

John W. Cattrall
Engineer, County and City Relations

By

John F. Hagemann
Assistant Engineer

JFH:MM
Encl.

cc: V. G. O'Neil

Fas 560

January 30, 1953

Polk County Court

Dallas, Oregon

NOTED
Harold C. Ayers

Gentlemen:

On January 21 the Highway Commission approved for construction with fiscal year 1954 Federal Aid Secondary funds the project in Polk County as shown in the attached tabulation. The details as set forth in this tabulation are believed to conform with the Court's request.

Approval by the Bureau of Public Roads and preparation of plans and specifications are now required prior to contracting the proposed project. Preliminary engineering will be handled by our Division Office in Salem and will proceed as rapidly as available engineering personnel will permit.

As you know, the county will be required to make an advance deposit of 20% of the estimated total cost before award of a contract. In the case of Polk County, this will be approximately $13,400 and will be covered by an agreement at a later date.

If you wish any further information on this matter, please advise.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: John W. Cattrall
Engineer, County and City Relations

NOTED
J. W. CATTRALL

JFH:MM
Att.

Fas 560

311-1701 Condon (Hwy. & City Sts.) 1954
Grading & Paving
#4196 Folder #2

ORM A-87
TATE PRINTING

NOTED
J. W. CATTRALL

OREGON STATE HIGHWAY DEPARTMENT

REQUEST FOR TRANSFER OR CORRECTION OF COST DISTRIBUTION

FROM: Office Engineering Division Salem, OREGON

NOTED
Harold C. [illegible]

TO: ACCOUNTING DIVISION— DATE November 21, 1955

PLEASE Transfer (TRANSFER, CORRECT) THE FOLLOWING ITEMS WHICH WERE ORIGINALLY CHARGED ON

Vouchers (INDICATE NAME OF ORIGINAL DOCUMENT) NO. See Below DATE 1954-1955

City Street and Highway Project in Condon (IF VENDOR'S INVOICE, WRITE NAME AND ADDRESS ON THIS LINE)

QUANTITY	UNIT	DESCRIPTION	CHARGE			CREDIT		
			DISTRIBUTION	AMOUNT		DISTRIBUTION	AMOUNT	
65612		Drafting Dept. design charges for						
	158	Feb. - Mar. 1954 (25%) of $157.50	11-1434-900	39	38	311-1433-900	39	38
25226	1	Nov. 1954 Payroll	11-1601-900	98	93	311-1701-900	98	93
26157	3	Nov. 1954 Ind. Ins.	11-1601-900		21	311-1701-900		21
4356	1	Feb. 1955 Payroll	11-1601-900	6	60	311-1701-900	6	60
6717	1	Mar. 1955 Payroll	11-1601-900	59	80	311-1701-900	59	80
6717	1	Mar. 1955 Payroll	11-1601-900	11	93	311-1701-900	11	93
8979	1	Apr. 1955 Payroll	11-1601-900	39	69	311-1701-900	39	69
11223	1	May 1955 Payroll	11-1601-900	14	52	311-1701-900	14	52
	3	Ind. Acc. Ins. on above						
		1955 Payrolls	11-1601-900		26	311-1701-900		26
		TOTAL		271	32		271	32

NOTED

REASON FOR THIS REQUEST: Design charges and construction engineering charges occurring several months after Condon City Street job (Contract 4196) was complete. These expenditures should have been charged to the Highway Section rather than the City Section.

APPROVED: ______ DIVISION ENGINEER

APPROVED: ______ STAFF ENGINEER

PREPARED BY: James A. Hardie James A. Hardie XXX

APPROVED: ______ DISTRICT MAINT. SUPT.

ENTERED ON JOURNAL VOUCHER NO.: ______

ENTERED BY: ______

DATE ENTERED: ______

RECEIVED
AUG 1 1955
FOR FILING

[illegible]

Files

July 28, 1955

De Armond, Goodrich, Foley & Gray
Attorneys-at-Law
P. O. Box 1151
Bend, Oregon

Attention: Mr. Alvin J. Gray

Gentlemen:

I have just received a note from our legal department advising that the bond furnished by General Casualty Company of America indemnifying the State of Oregon against any loss or claim arising out of State Highway Contract No. 4196, awarded to Coast Blacktop Paving Company for grading and paving the Condon Section in Gilliam County is in legal form.

In view of this communication, I am today authorizing our accounting division to release the balance of the funds amounting to $3,861 to the Coast Blacktop Paving Company. The warrant in the above mentioned amount will be mailed to Coast Blacktop Paving Company tomorrow.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:mm

cc: Accounting Division

St. Paul Mercury Indemnity Co.
1012 Failing Building
Portland, Oregon

General Casualty Co. of America
Seattle 5, Washington

Attention: Donald E. Spickard,
Legal Department

REFERRED TO Mrs. [illegible]
BY SECRETARY

[illegible] on card for Cont #4196

NOTED ON CARD
[illegible]

FORM E-30 25M 9-51 82315

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 27, 1955

SUBJECT: State Highway
Contract No. 4196

To: Mr. H. B. Glaisyer
Secretary
Office

NOTED
H. B. GLAISYER

Dear Mr. Glaisyer:

You recently submitted to this office a letter from De Armond, Goodrich, Foley & Gray enclosing General Casualty Company of America Indemnity Bond in the amount of $1,000.00 and an agreement between General Casualty Company, Coast Blacktop Paving Company and St. Paul Mercury, all pertaining to the above contract.

I have reviewed the bond, and it is the opinion of this office that the same is in legal form.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By Robert L. May
ROBERT L. MAY, JR.
Assistant Counsel

RLM/mlk

LETTER TO Gray
DATE 7/28

NOTED ON CARD
gl

Telephone 586

Law Offices
De Armond, Goodrich, Foley & Gray
1044 Bond Street — P. O. Box 1151
BEND, OREGON

H. H. De Armond
A. C. Goodrich
Robert H. Foley
Alvin J. Gray
Harry W. Pierce

June 29, 1955

State Highway Department
State of Oregon
Salem, Oregon

Re: State Highway Contract No. 4196

Attn: H. B. Glaisyer, Secy

Gentlemen:

Reference is hereby made to our letter of June 8, 1955, in which we enclosed the instruments concerned in the settlement between the Bonding Companies and the Coast Blacktop Paving Company in the above State Contract. We would appreciate being advised whether the bond has been found satisfactory to the Department and whether the money will be released to Coast Blacktop, in accordance with the terms of the Agreement.

We shall appreciate your early attention.

Yours very truly,

De ARMOND, GOODRICH, FOLEY & GRAY

By: A J Gray

AJG/mh

RECEIVED
JUN 30 [illegible]
STATE [illegible]

Telephone 586

Law Offices
De Armond, Goodrich, Foley & Gray
1044 Bond Street – P. O. Box 1151
BEND, OREGON

H. H. De Armond
A. C. Goodrich
Robert H. Foley
Alvin J. Gray
Harry W. Pierce

June 8, 1955

State Highway Department
State of Oregon
Salem, Oregon

Re: State Highway Contract No. 4196

Attn: H. B. Glaisyer, Secy.

Gentlemen:

We have yours of June 6th, 1955, concerning the above, and thank you for your prompt attention.

On behalf of Coast Blacktop Paving Company and St. Paul Mercury Indemnity Company, we enclose the following instruments:

1. General Casualty Company of America Indemnity Bond in the amount of $1,000.00, securing the State of Oregon against the claims of Draper & Adams and P. L. Crooks & Company arising out of the above contract.
2. Copy of agreement between General Casualty Company, Coast Blacktop Paving Company and St. Paul Mercury, which agreement has been signed by each of the parties thereto.

Upon approval of the Bond by your Legal Department we ask that the balance of the funds held by the State on this contract of $3861.00 be released to Coast Blacktop Paving Company.

In accordance with our previous correspondence these instruments are placed with the Department for settlement between the parties on the condition that the bond of St. Paul Mercury Indemnity Company be cancelled by the Department, and that the Coast Blacktop Paving Company be released from all further liability to the Department on this contract.

Yours very truly,

De ARMOND, GOODRICH, FOLEY & GRAY

By: Alvin J. Gray

AJG/mh
Encs.

ANSWERED 7/28

BOND NO. ______________

GENERAL
CASUALTY COMPANY
OF AMERICA
SEATTLE, WASHINGTON

BOND OF INDEMNITY

KNOW ALL MEN BY THESE PRESENTS, that we, the General Casualty Company of America, a corporation organized under the laws of the state of Washington and having its principal place of business in Seattle, Washington, and licensed to transact surety business in the State of Oregon, is held and firmly bound unto the State of Oregon in the sum of One Thousand Dollars ($1,000.00) for payment whereof, said General Casualty Company of America, its legal representatives, successors and assigns is firmly bound by these presents.

WHEREAS, H. J. Curl, Sr., and H. J. Curl, Jr., co-partners of Bend, Oregon, doing business as Coast Blacktop Paving Company heretofore entered into a contract with the State of Oregon designated Oregon State Highway Contract No. 4196 for grading and paving the highway and city streets in the City of Condon, Oregon, and

WHEREAS, certain claims have been filed with the State of Oregon by persons claiming to have supplied labor and materials in connection with the execution of the work under said contract by Coast Blacktop Paving Company, and

WHEREAS, all of said claims have been settled and discharged with the exception of the claim of Draper & Adams in the amount of Two Hundred and Ninety Four Dollars ($294.00) and the claim of P. L. Crooks & Company in the amount of Six Hundred Nineteen Dollars and Ninety Five Cents ($619.95), and.

WHEREAS, Coast Blacktop Paving Company desires to be paid the balance of the monies due it from State of Oregon under said contract, but the State of Oregon has retained part of such monies due Coast Blacktop Paving Company pending disposal of the aforementioned claims of Draper & Adams and P. L. Crooks & Company,

NOW, THEREFORE, the condition of this obligation is such that if the General Casualty Company of America shall indemnify, defend and save harmless the State of Oregon from any and all loss, cost, damage or claim arising out of the aforementioned claims of Draper & Adams and P. L. Crooks & Company, and the release by the State of Oregon of the monies due Coast Blacktop Paving Company but withheld on account of said claims, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED AND SEALED this 23rd of May, 1955.

GENERAL CASUALTY COMPANY OF AMERICA

BY Anthony [illegible]
Attorney in Fact

AGREEMENT

THIS AGREEMENT, entered into this ________ day of May, 1955, by and between the General Casualty Company of America, a Washington corporation of Seattle, Washington, party of the first party (hereinafter referred to as GENERAL), and H. J. CURL, SR., and H. J. CURL, JR., co-partners of Bend, Oregon, doing business as Coast Blacktop Paving Company (hereinafter referred to as COAST) and St. Paul-Mercury Indemnity Company, a corporation of St. Paul, Minnesota, surety for Coast Blacktop Paving Company (hereinafter referred to as ST. PAUL), parties of the second part.

WHEREAS, COAST entered into a contract with the Oregon State Highway Department, designated Oregon State Highway Contract No. 4196 for grading and paving the Condon Highway and city streets in the city of Condon, Oregon, and furnished a statutory bond to the State of Oregon with St. Paul as its surety, and

WHEREAS, by contract dated May 12, 1954, COAST subcontracted a part of the work under said Oregon State Highway Contract No. 4196 to Charles B. Stephens and H. N. Carnes, doing business as Stephens & Carnes Construction Company (hereinafter called SUBCONTRACTOR) who furnished bond to COAST guaranteeing the performance by SUBCONTRACTOR of said subcontract for which GENERAL was surety, and

WHEREAS, certain claims have been filed with the State of Oregon on account of the failure of SUBCONTRACTOR to pay for labor and materials supplied to it in connection with its subcontract, which claims, by statute are claims against the bond furnished to the State of Oregon by COAST and St. Paul, and

WHEREAS, GENERAL has discharged all of such claims which have been filed with the exception of the claim of Draper and Adams in the amount of Two Hundred and Ninety Four Dollars ($294.00) and the claim of P. L. Crooks & Company in the amount of Six Hundred and Nineteen Dollars

Ninety Five Cents ($419.95), which General contends are not proper claims as provided by Oregon statute against the bond given by Coast and St. Paul to the State of Oregon, and

WHEREAS, there is due General as assignee of Subcontractor the sum of Twenty Nine Hundred Fifty Seven Dollars Eighty Seven Cents ($2957.87) as the balance of Subcontractor's contract with Coast for which General has filed claim with the State of Oregon in accordance with the statutes of State of Oregon and which claim constitutes a claim against the bond given by Coast and St. Paul to the State of Oregon, and

WHEREAS, it is the desire of the parties that the balance due under the contract be released to General and that Coast and St. Paul be saved harmless from the aforementioned unpaid claims of Draper and Adams and P. L. Crooks & Company,

NOW, THEREFORE, it is hereby understood and agreed between parties hereto as follows:

I.

General agrees to fully indemnify, defend and save harmless Coast and St. Paul of and from any and all loss, damage or claim arising out of the claims of Draper and Adams and the claim of P. L. Crooks & Company, presently filed with the State of Oregon.

II.

General agrees to execute a bond, in form satisfactory to the State of Oregon Highway Department fully indemnifying the State of Oregon of and from any and all loss, cost, or liability by virtue of its release to Coast of the final payment, retainage and other funds due under Coast contract with the State of Oregon which are now withheld on account of the claims of Draper and Adams and the claim of P. L. Crooks & Company.

III.

General agrees to and by these presents does release the claim filed by it with the State of Oregon for the balance of the monies due it as assignee of Stephens & Carnes Construction Company.

IV.

Coast and St. Paul agree to pay to General, at such time as the State of Oregon releases the balance of the monies due Coast under its contract with the State of Oregon, the sum of Two Thousand Nine Hundred Fifty Seven Dollars Eighty Seven Cents ($2957.87).

V.

Coast agrees to and by these presents does release General of and from any and all further liability on account of its suretyship on the bond of Subcontractor to Coast covering the performance by Subcontractor of its contract with Coast.

Signed and sealed the day and year first above written.

GENERAL CASUALTY COMPANY OF AMERICA

BY Anthony [illegible]

Vice President

COAST BLACKTOP PAVING COMPANY

BY

Partner

ST. PAUL-MERCURY INDEMNITY COMPANY

BY

Attorney in Fact

REFERRED TO [illegible]
~~LETTER TO~~ SECRETARY [illegible] return

NOTED
FLOYD QUERY

[illegible]

[illegible] say he just found
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noticed 7-26
[illegible]

DeArm
P. O.
Bend, C

Attentio

Gentlem

May 26, 1955 concerning State Highway Contract 4196, awarded to Coast Blacktop Paving Company, for grading and paving the highway and city streets in the City of Condon.

Memorandum

Date July 12, 1955 Time 9:34

To Mr. Glaisyer

Mr.

Of

Telephone No.

NOTED
H. B. GLAISYER

☐	Telephoned	☐	Called to see you
☐	Wants you to call	☐	Ret'd. your call
☐	Will call again	☐	RUSH

Message Please call Operator 20
Bend. Tel. No. 585, Bend.

By M. M.

with respect to
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on receipt of the

REFERRED TO Query
BY SECRETARY
DATE
to note & return

NOTED
FLOYD QUERY

June 6, 1955

DeArmond, Goodrich, Foley & Gray
P. O. Box 1151
Bend, Oregon

Attention: Mr. Alvin J. Gray

Gentlemen:

Reference is made to your letter of May 26, 1955 concerning State Highway Contract 4136, awarded to Coast Blacktop Paving Company, for grading and paving the highway and city streets in the City of Condon.

It is noted that agreement has been reached with respect to the claim of General Casualty Company in behalf of Stephens and Carnes whereby this claim will be settled for $2,957.87 instead of $3,861.00 which is the amount mentioned in the original claim.

In the second paragraph of your letter you state that the settlement agreement recites that the General Casualty Company has discharged all claims arising out of the failure of Stephens and Carnes to perform with the exception of the claims of Draper and Adams and P. L. Crooks and Company. You inquire whether or not this statement is correct. My answer is in the affirmative, except for the claim of Coast Blacktop Paving Company against Stephens and Carnes which was filed through your office.

In the fourth paragraph of your letter you mention the bond to be furnished by General Casualty Company to relieve it from further liability on account of its bond covering the sub-contractor, and you state that such bond would not be agreeable with Coast Blacktop Paving Company nor Saint Paul Mercury Indemnity Company if it would be possible for any new claims to be filed that would constitute a lien against the Coast Blacktop Paving Company or the Saint Paul Mercury Indemnity Company. In my letter of April 22, 1955, directed to the General Casualty Company, a copy of which was sent to you, I stated that the Highway Commission would accept a bond of indemnity, and upon receipt of the same, would authorize release of the final amount due Coast Blacktop Paving Company in connection with this job if the Saint Paul Mercury Indemnity Company authorized payment of such final amount. I am still of the same feeling in the matter, and will authorize the Auditor to release the final payment to Coast Blacktop Paving Company upon receipt of the satisfactory bond from the General Casualty Company and a letter from the Saint Paul Mercury Indemnity Company authorizing release of the warrant. I do not have a copy of the proposed bond, and the above, of course, is contingent upon approval of the form of the bond by our Legal Department.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

Telephone 586

Law Offices
De Armond, Goodrich, Foley & Gray
1044 Bond Street — P. O. Box 1151
BEND, OREGON

H. H. De Armond
A. C. Goodrich
Robert H. Foley
Alvin J. Gray
Harry W. Pierce

May 26th, 1955

State Highway Department
State of Oregon
Salem, Oregon

Attn: H. B. Glaisyer, Secretary

Dear Sir:

Re: State Highway Contract # 4196

We are writing to you on behalf of Coast Blacktop Paving Co. of this City. General Casualty Co. of America has the bond covering Stephens and Carnes, Sub-contractors of Coast Blacktop Paving Co. on the above Contract, and have proposed a settlement agreement with Coast Blacktop Paving Co. This agreement is in accordance with their letter of May 5th, 1955, a copy of which was placed with your office, except that the amount to be paid to General Casualty Co. by Coast Blacktop Paving Co. will be $2,957.87 instead of the amount of $3,861.00 expressed in their letter of May 5th.

The settlement agreement recites that General Casualty Co. has discharged all claims filed by the State of Oregon on account of the failure of Stephens and Carnes to perform, with the exception of the claim of Draper and Adams in the amount of $294.00 and the claim of P. L. Crooks and Co. in the amount of $619.95.

It is the purpose of this letter to ascertain from your office whether all claims arising out of this contract filed with your office have been discharged and released, except the two above specified?

As part of the proposed agreement between Coast Blacktop Paving and General Casualty Co. and Saint Paul Mercury Indemnity Co., it would be provided that General would be released of any and all further liability on account of its bond covering the sub-contractor to Coast Blacktop Paving. This particular provision would not be agreeable with Coast Blacktop Paving nor Saint Paul Mercury Indemnity Co. if it would be possible for any new claims to be filed or made arising out of this job that would constitute a valid or effective lien against Coast Blacktop Paving or Saint Paul Mercury Indemnity Co. We, therefore, ask you to advise whether the liability of Coast Blacktop and Saint Paul Mercury Indemnity Co. to the State of Oregon on Contract Number 4196 will be discharged upon General Casualty Co. furnishing

ANSWERED
[illegible]

the State of Oregon an Indemnifying Bond against any loss, cost, or liability by virtue of the claims of Draper and Adams and P. L. Crooks and Co.

We shall appreciate your early advice.

Yours very truly,

DE ARMOND, GOODRICH, FOLEY, AND GRAY

Alvin J. Gray

Alvin J. Gray

AJG:vmf
(Dictated, but not checked
by A. J. G.)

RECEIVED
MAY 27 1955
OREGON
STATE HIGHWAY COMMISSION

GENERAL
CASUALTY COMPANY
OF AMERICA
SEATTLE 5

H. K. DENT
CHAIRMAN OF THE BOARD
W. L. CAMPBELL
PRESIDENT

May 19, 1955

De Armond, Goodrich, Foley and Gray
P. O. Box 1151
Bend, Oregon

Attention Mr. Alvin J. Gray

Gentlemen:

Our File 36-15803
Stephens & Carnes Construction Company
Oregon State Highway Contract #4196
Coast Blacktop Paving Company

In respect to your letter of May 10, 1955, enclosed is an Agreement executed by an officer of this company together with a bond executed by Attorney in Fact of the General Casualty Company of America to be furnished to the State of Oregon Highway Department.

If these documents are in form satisfactory to you and to the Oregon State Highway Department, we would appreciate your having your client, Coast Blacktop Paving Company and its surety St. Paul-Mercury Indemnity Company, execute this Agreement and proceed in the settlement of the balances due in this situation.

If there are any changes which you wish to make to this or the State of Oregon wishes to make to the bond, please let us know and we will negotiate with you in connection with them.

Very truly yours,

Donald E. Spickard

Donald E. Spickard
Legal Department
jlm
Enclosures - 2

cc: State of Oregon Highway Department
Salem, Oregon
Attention Mr. H. B. Glaisyer, Secretary

cc: St. Paul-Mercury Indemnity Company
1012 Failing Building, Portland, Oregon
File 91-800100 Coast Blacktop Paving Company

cc: Eugene Office - Attention Mr. Ward Hull

RECEIVED
MAY 24 1955
OREGON
STATE HIGHWAY COMMISSION

Telephone 586

Law Offices
De Armond, Goodrich, Foley & Gray
U. S. National Bank Building
BEND, OREGON

H. H. De Armond
A. C. Goodrich
Robert H. Foley
Alvin J. Gray
Harry W. Pierce

May 10th, 1955

COPY

General Casualty Company of America
Seattle 5
Washington

Gentlemen:

Re: Your File 36-15803
Stephens & Carnes Construction Co.
Oregon State Highway Contract
#4196

Coast Blacktop Paving Co. is in receipt of yours of May 5th, 1955 concerning the above, a copy of which was placed with this office. The proposal you have outlined in your letter is satisfactory to Coast Blacktop Paving Co., except you have overlooked their claim against Stephens and Carnes and against the bond, the balance of $903.13. Upon correcting the amount set out in sub-paragraph 4 to be released to your Company to the sum of $2,957.87, you may proceed to prepare the necessary bonds and agreements to effectuate these ends as suggested.

Yours very truly,

DE ARMOND, GOODRICH, FOLEY, AND GRAY

NOTED
H. B. GLAISYER

Alvin J. Gray

AJG:vmf

cc: State of Oregon
Highway Department
Salem, Oregon
Attention: Mr. H. B. Glaisyer, Sec.

RECEIVED
MAY 11 1955
OREGON
STATE HIGHWAY COMMISSION

GENERAL
CASUALTY COMPANY
OF AMERICA
SEATTLE 5

H. K. DENT
CHAIRMAN OF THE BOARD
W. L. CAMPBELL
PRESIDENT

Coast Blacktop Paving Company
P. O. Box 770
Bend, Oregon

Attention Mr. H. J. Curl, Jr.

NOTED
H. R. GLAISYER

Gentlemen:

Our File 36-15803 - Stephens & Carnes Construction Company, Oregon State Highway Contract #4196

In respect to your letter of March 31, 1955, you will note that on April 18, 1955, we forwarded to the State of Oregon, Highway Department signed copies of our standard release forms releasing the claims of all of the persons filing claims with the exception of Draper and Adams in the amount of $294.00 and P. L. Crooks & Company in the amount of $619.95.

In order to get the release of final monies off the dead center, we are proposing to you that we handle the release of these monies in the following manner:

1. We will enter into an agreement with you by which we will release our claim in the amount of $3,861.00 which was filed on April 26, 1955 with the Secretary of State of the State of Oregon in which we are claiming the balance due under Stephens & Carnes contract as assignee from Stephens & Carnes.
2. We will furnish to the State of Oregon Highway Department a bond in the amount of $1,000 to indemnify them and save them harmless from any action by the two remaining claimants by virtue of releasing the balance of the funds due Stephens & Carnes under this contract.
3. We will agree to indemnify you and save you harmless from any loss on account of the claims of the two remaining claimants noted.
4. You will agree to pay to us upon release by the State of Oregon the sum of $3,861.00

If this procedure is satisfactory to you, we suggest that you advise us immediately so that we can prepare the necessary bonds and agreements to effectuate these ends.

Very truly yours,

D E Spickard

Donald E. Spickard
Legal Department
jlm

cc: State of Oregon
Highway Department
Salem, Oregon
Attention Mr. H. B. Glaisyer, Secretary

cc: St. Paul-Mercury Indemnity Company
1012 Failing Building
Portland, Oregon
File - 91-800100
Principal - Coast Blacktop Paving Company

cc: DeArmond, Goodrich, Foley & Gray
P. O. Box 1151
Benc, Oregon

cc: Eugene Office
Attention Mr. Ward Hull

Certified copy of [illegible] to [illegible] 4196
mailed to [illegible] address 7-11-55

RECEIVED
JUL 12 1955
FOR FILING

311-1701
4196

July 8, 1955

Johnson, Johnson & Harrang
65 East Broadway
Eugene, Oregon

Attention: Mr. James P. Harrang

Gentlemen:

Your letter of July 1 addressed to the Secretary of State, requesting a certified copy of Contract No. 4196, has been referred to this office. Also referred to this office was the affidavit of P. L. Crooks & Company outlining their claim against Stephens and Carnes, subcontractors to Coast Blacktop Paving Company on Contract No. 4196, for work on streets in Condon.

We are forwarding the certified copy of Contract No. 4196 by separate mail.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp

Floyd
Did you send the copy?
[illegible]

Certified copy of Contract No. 4196
mailed to above addressee 7-11-55

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

July 5, 1955

Mr. H. B. Glaisyer, Secretary
State Highway Commission
Salem, Oregon

Dear Sir:

We are enclosing letter and affidavit from Johnson, Johnson & Harrang, Attorneys, Eugene, for your attention.

Very truly yours,

EARL T. NEWBRY
Secretary of State

By Geo. A. Stephens
Clerk
Records Division

NF:M
Enc.

REFERRED TO Guery
BY SECRETARY

send him certified copy
of the contract (#4196)

RECEIVED
JUL 6 1955
OREGON
STATE HIGHWAY COMMISSION

JOHNSON, JOHNSON & HARRANG
ATTORNEYS
65 EAST BROADWAY
EUGENE, OREGON

H. V. JOHNSON
HAROLD V. JOHNSON, JR.
JAMES P. HARRANG
ARTHUR C. JOHNSON

DIAL 5-3364

July 1, 1955

Secretary of State
Salem
Oregon

Re: Highway Department
Job No. 4196

Gentlemen:

Enclosed is Affidavit of P. L. Crooks & Co., Inc. bearing upon highway job No. 4196 for which job certified copy of contract and bond is requested.

Kindly furnish to this office.

Sincerely yours,

James P. Harrang

JPH:jm
Enclosure

SECRETARY OF STATE
RECEIVED
JUL 5 1955
EARL T. NEWBRY

AFFIDAVIT

STATE OF OREGON)
) ss.
County of MULTNOMAH)

L. E. COOGAN of Portland, Multnomah County, State of Oregon, being duly sworn deposes and says:

That he is the Secretary of the P. L. Crooks & Co., Inc., a corporation organized under the laws of the State of Washington, and carrying on business at 2145 N. W. Pettygrove Street, Post Office Box 4177, Portland 8, Oregon, and is duly authorized to make this affidavit upon its behalf.

That P. L. Crooks & Co., Inc. has furnished materials to Charles B. Stephens and H. N. Carnes, dba Stephens and Carnes Construction Company at Highway Department Job No. 4196, known as the Condon City Street and Highway Job. That the reasonable value of said materials is the sum of $619.95 plus interest thereon at 6 per cent per annum from July 1, 1954, until paid. That said $619.95 is unpaid.

Based upon the foregoing, application is made by P. L. Crooks & Co., Inc. for a certified copy of the contract and the bond pertaining to said Job No. 4196.

P. L. Crooks & Co., Inc.

By: L E Coogan

Title: Secretary

SUBSCRIBED and sworn to before me this 16th day of June 1955.

Jean W Haney
Notary Public for Oregon
My Commission Expires: Sept 19, 1957.

RECEIVED
JUL 23 1955
FOR FILING

311-1701

4196

July 7, 1955

General Casualty Company of America
Seattle 5, Washington

Attention: Mr. A. R. Eby

Gentlemen:

We have your letter of June 21 in which you state that the claim of Mr. Harold Taylor against Contract No. 4197 should be against Contract No. 4196, which was awarded to Coast Blacktop Paving Company for work on the streets in Condon and on which job Stephens & Carnes Construction Co. acted as subcontractor.

Two notices of claim were sent to us by the Secretary of State, having been filed with that office by Harold Taylor. One of these claims was in the amount of $795 against Coast Blacktop Paving Company on Contract No. 4196. The other claim was in the sum of $1060 against Stephens & Carnes for construction of a culvert on Rock Creek Road near Haines. It may be that we attached the wrong notice of claim to your letter. Assuming that that may have been the error, we have attached to this letter copies of Mr. Taylor's claim in the amount of $1060. Although the contract number is not shown in his claim, the description indicates that it may be against contract No. 4197.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp
Enclosure

cc General Casualty Company of America
Portland Service Office
209 S. W. Fourth Avenue
Portland 4, Oregon
Attention: Mr. G. H. Burnett

RECEIVED
JUN 17 1955
FOR FILING

311-1121
4196

June 16, 1955

St. Paul-Mercury Indemnity Company
Northwest Branch Office
Mills Building
San Francisco 4, California

Gentlemen:

Attached is a copy of the claim which has been filed with the Secretary of State by Harold Taylor, Antelope, Oregon against Stephens and Carnes in the sum of $795. The claim apparently pertains to our contract No. 4196, awarded to Coast Blacktop Paving Company for work on the Condon city streets, on which job Stepehens and Carnes acted as subcontractor.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Respectfully yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By
Floyd Query, Assistant Secretary

FAQ:ehr

cc Lumbermans Insurance Agency
118 Oregon Avenue
Bend, Oregon

Coast Blacktop Paving Company
P. O. Box 770
Bend, Oregon

NOTED ON CARD

NOTICE OF CLAIM

Secretary of State
State of Oregon
Salem, Oregon.

TO THE STATE OF OREGON

Notice is hereby given that the undersigned Harold Taylor has a claim for tractor rental for tractor work done at the job site at the Condon City Streets and Highways Job of the State of Oregon acting by and through the Oregon State Highway Commission in the sum of $795.00, against the bond taken from Stephens and Carnes and General Casualty Company of America, for the work on said Condon City Streets and Highways, for the Oregon State Highway Commission.

Dated at Antelope, Oregon, this 10th day of June, 1955.

Harold Taylor
Harold Taylor.

File 70-3-11

FILED
JUN 14 1955
EARL T. NEWBRY
SECRETARY OF STATE

AFFIDAVIT

State of Oregon)
) ss
County of Deschutes)

I, Harold Taylor, of Antelope, Oregon, being first duly sworn, depose and say:

That I rented a tractor of Stephens and Gernes of Junction City, Oregon, which they used for three months on the job for the Oregon State Highway Commission known as the Condon City Streets and Highways job; that rental is owning to to me for said tractor used by them on said job for said three months in the amount of $795.00; that payment for this claim has not been made.

Harold Taylor

Harold Taylor

Subscribed and sworn to before me this 10th day of June, 1955.

Thomas Boeke

Thomas Boeke
Notary Public for Oregon
My commission expires Jan.22,1958.

RECEIVED
JUN 17 1955
FOR FILING

211-1701
4/1

June 16, 1955

Hon. Earl T. Newbry
Secretary of State
Capitol Building
Salem, Oregon

Dear Sir:

Thank you for your letter of June 14 to which was attached 3 copies of a claim filed with your office by Harold Taylor against Stephens and Carnes. One of these claims in the amount of $1,060 apparently pertains to our contract No. 4193; the other claim in the sum of $795 is apparently against Stephens and Carnes as subcontractor for Coast Blacktop Paving Company on our contract No. 4196.

These claims bear your file No. 3510 for the claim of $1,060 and No. 3511 for the claim in the sum of $795.

Respectfully yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By
Floyd Query, Assistant Secretary

FAQ:ehr

NOTED ON CARD

B

RECEIVED
JUN 17 1955
FOR FILING

311-1791
2/1

June 16 1955

Mr. Harold Taylor
Antelope, Oregon

Dear Mr. Taylor:

We have received today from the Secretary of State copies of your claims filed with that office against Stephens and Carnes in amounts of $795 and $1,060.

We also received a copy of your letter requesting certified copies of the two contracts, including the bonds. We are forwarding by separate mail a copy of contract No. 4196, awarded to Coast Blacktop Paving Company for work at Condon on which Stephens and Carnes acted as subcontractors. We are also forwarding a certified copy of contract No. 4197, awarded to Stephens and Carnes Construction Company for work on the East Unit, Rock Creek-Haines Section of the Baker County Rock Creek Road.

Respectfully yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By
Floyd Query, Assistant Secretary

FAQ:chr

NOTED ON CARD

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

June [illegible], 1955

Mr. [illegible] Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from [illegible] [illegible], [illegible], Oregon, and filed as of this day, two notices of claim by [illegible] [illegible], for tractor rental for tractor work done at the job [illegible] the Culvert-[illegible] Creek [illegible] Sections, [illegible], in the sum of $1,000.00 and $795.00 against the bonds taken from Stephens and [illegible], principal and General Casualty Company of America for construction of Culvert-[illegible] Creek [illegible] near [illegible], Oregon by the Oregon State Highway Commission.

We are enclosing three copies of the claim also a copy of the letter that accompanied the notices for your information and files. Our File Nos. 3510 and 3511.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry
Secretary of State

By Vic C Stephens
Clerk, Records Division

[illegible]:K
Enc.

RECEIVED
JUN 16 1955
OREGON
STATE HIGHWAY COMMISSION

Antelope, Oregon
June 10, 1955.

Secretary of State
Salem, Oregon.

Re: Claims on Contractors' Bonds.

Dear Sir:

Enclosed herewith are two notices of claims against Stephens and Garnes on Highway Department jobs.

Attached to each of them is my affidavit in compliance with ORS 279.524. Please send me the certified copies of the bond and contract, as provided for in ORS 279.522, on each of the two jobs.

Very truly yours,

Harold Taylor

SECRETARY OF STATE
RECEIVED
JUN 14 1955
EARL T. NEWBRY

B

RECEIVED
JUN 9 1955
FOR FILING

411 - 1701
4196

June 8, 1955

Johnson, Johnson & Harrang
Attorneys
65 East Broadway
Eugene, Oregon

Attention: Mr. James P. Harrang

Gentlemen:

Contract No. 4196, awarded to Coast Blacktop Paving Company, for work in Condon was completed September 17 and accepted by the Highway Commission October 28, 1954.

Contract No. 4197, awarded to Stephens & Carnes Construction Company, for work on the East Unit, Rock Creek Haines Section of the Rock Creek Baker County Road was completed June 2, 1955 but has not yet been accepted by the Commission.

This is in reply to your letter of June 6 concerning the status of these two contracts.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp

JOHNSON, JOHNSON & HARRANG
ATTORNEYS
65 EAST BROADWAY
EUGENE, OREGON

H. V. JOHNSON
HAROLD V. JOHNSON, JR.
JAMES P. HARRANG
ARTHUR C. JOHNSON

DIAL 5-3364

June 6, 1955

Oregon State Highway Department
Salem, Oregon

Re: Highway construction jobs
Nos. 4196, Condon, Oregon
and 4197, Baker, Oregon

Gentlemen:

Request that this firm be advised of the date of completion and acceptance of the above jobs as such completion and acceptance is defined by ORS 279.526.

Thank you for this consideration.

Sincerely yours,

James P. Harrang

JPH:jm

REFERRED TO
BY SECRETARY

RECEIVED
JUN 7 1955
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 17 1955
FOR FILING

[illegible]
4196

May 16, 1955

St. Paul Mercury Indemnity Company
1012 Failing Building
Portland 4, Oregon

Attention: Mr. John J. Hann
Oregon Claims Manager

Gentlemen:

In your letter of May 11, 1955, concerning State Highway Contract No. 4196, awarded to the Coast Blacktop Paving Company, for grading and paving work in the City of Condon, you request verification of information that you have to the effect that the time limit for filing claims against this contract has expired. In checking the files of this job, I find that it was completed on September 17, 1954, and was formally accepted by the State Highway Commission at its meeting on October 28, 1954.

According to the provisions of Chapter 279 Oregon Revised Statutes, particularly Section 279.526 thereof, "no person claiming to have supplied labor or materials for the prosecution of the work provided for in the contract or claiming moneys due the State Industrial Accident Fund or the State Unemployment Compensation Trust Fund in the prosecution of the contract or claiming moneys due the State Tax Commission shall have a right of action on the contractor's bond unless such person has presented and filed a notice of claim, as prescribed in ORS 279.528, prior to the expiration of six months immediately following the completion of the contract with an acceptance of the work by the affirmative action of the state, municipality, county or school district", as the case may be. I enclose excerpts from Chapter 279 ORS from which the above is quoted, and containing also the referred to Section 279.528. You will gather from this law that so far as claims against State Highway Contracts are concerned, the claimants must file with the State, prior to the expiration of the six months period starting on October 28, 1954, when the job was accepted by the State Highway Commission.

In the second paragraph of your letter, you ask for verification that there are now only three outstanding claims against this job. Our record of unpaid claims coincides with those mentioned in your letter, except that Coast Blacktop Paving Company, the prime contractor, has filed a claim against the subcontractor, Stephens and Carnes, and their surety, General Casualty Company, for labor, materials and equipment furnished the subcontractor, in the sum of $903.13.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:mm

Enclosure-1

The Saint Paul Companies
SINCE 1853
INSURANCE-LAND-SEA-AIR

ST. PAUL FIRE and MARINE INSURANCE COMPANY
SAINT PAUL-MERCURY INDEMNITY COMPANY
MERCURY INSURANCE COMPANY

PORTLAND OFFICE, 1012 Failing Building, PORTLAND 4, OREGON, Phone BRoadway 5504

May 11, 1955

Oregon State Highway Department
Salem, Oregon

Attention: H. B. Glaisyer, Secretary

Re: Oregon State Highway Contract #4196
Coast Blacktop Paving Company, Contractor
City of Condon Job

Dear Sir:

I am advised that the time for filing claims in the above captioned job has now expired. We are endeavoring to get this matter settled up, however, before doing so would like to have you verify the fact, if it is a fact, that the time for filing claims has expired.

I would also like to have you verify the fact that there are now only three claims outstanding on this job, one for $294.00 made by Draper & Adams, one in the amount of $619.95 made by P. L. Crooks & Company, and one in the amount of $3,861.00 made by General Casualty Company of America.

Thank you very much for your assistance in this matter.

Yours very truly,

John J. Hann
Oregon Claims Manager

JJH:dm

ANSWERED
H. B. GLAISYER

RECEIVED
MAY 12 1955
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 3 1955
FOR FILING
311-1781
4172

Telephone 386

Law Offices
De Armond, Goodrich, Foley & Gray
1044 Bond Street — P. O. Box 1151
BEND, OREGON

H. H. De Armond
A. C. Goodrich
Robert H. Foley
Alvin J. Gray
Harry W. Pierce

May 2, 1955

NOTED
R. F. GLAISYER

Oregon State Highway Department
State of Oregon
Salem, Oregon

Re: Oregon State Highway
Contract No. 4196

Gentlemen:

We have a copy of yours of April 22, 1955, directed to Lumbermens Insurance Agency, Bend, Oregon, for St. Paul Mercury.

We had understood that St. Paul Mercury had been requested by Coast Blacktop Paving Company to authorize the release of the final amount due Coast Blacktop Paving Company in connection with the above job. Since it appears that this has not yet been received by your Department we are again requesting St. Paul Mercury to furnish this authorization.

Yours very truly,

De ARMOND, GOODRICH, FOLEY & GRAY

By: Alvin J. Gray

AJG/mh

cc - General Casualty Company of America
Seattle 5, Washington

RECEIVED
MAY 3 1955
OREGON
STATE HIGHWAY COMMISSION

Lewis 9

RECEIVED
MAY 2 1955
FOR FILING

[illegible]
[illegible]

April 29, 1955

St. Paul-Mercury Indemnity Co.
Northwest Branch Office
Mills Building
San Francisco 4, California

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by General Casualty Company of America, assignee of Stephens and Carnes, against Coast Blacktop Paving Company on State Highway Contract No. 4196, for grading and paving on the highway and city streets in Condon. The claim is in the amount of $3,861. Stephens and Carnes, according to our records, operated as subcontractors on this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp
Enclosure

cc Coast Blacktop Paving Co.
P. O. Box 770
Bend, Oregon

Lumbermens Insurance Agency
118 Oregon Avenue
Bend, Oregon

NOTED ON CARD

RECEIVED
MAY 2 1955
FOR FILING

E11-1701

April 29, 1955

Honorable Earl T. Newbry
Secretary of State
Salem, Oregon

Attention: Mr. M. McVay, Clerk
Records Division

Dear Sir:

Thank you for your letter of April 26 to which was attached three copies of a claim filed with your office by General Casualty Company of America against Coast Blacktop Paving Company on Contract No. 4196, your file No. 3504. The claim is in the sum of $3,861.00.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp

NOTED ON CARD

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

April 26, 1955

1196

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed a notice of claim by General Casualty Company of America, our file No. 3504.

Three copies of the claim are enclosed for your information and files. Kindly acknowledge receipt of same for our records.

Very truly yours,

EARL T. NEWBRY
Secretary of State

By M. McKay
Clerk
Records Division

NF:M
Enc.

RECEIVED
APR 28 1955
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD

GENERAL
CASUALTY COMPANY
OF AMERICA
SEATTLE 5

H. K. DENT
CHAIRMAN OF THE BOARD
W. L. CAMPBELL
PRESIDENT

April 25, 1955

Secretary of State
State of Oregon
Salem, Oregon

Dear Sir:

Re: Oregon State Highway Contract #4196
Awarded to Coast Blacktop and Paving

You will find attached a copy of our claim against Coast Blacktop Paving Company and their surety, St. Paul Mercury Indemnity Company and their bond guaranteeing the performance of the contract and the payment of material men, laborers and subcontractors. This claim is made by us as assignee of Stephens and Carnes Construction Company as they have assigned to us their rights in the subcontract they had with Coast Blacktop Paving Company on Oregon State Highway Contract #4196 for grading and paving the highway and city streets in the City of Condon, Oregon.

This notice is given within the six months period since completion of the job.

Very truly yours,

A. R. Aby
Claims Department
jlm
Enclosure

cc: St. Paul Mercury Indemnity Company
1012 Failing Building
Portland 4, Oregon
File No. 91-800100
Principal: Coast Blacktop Paving Company

cc: Oregon State Highway Commission
Salem, Oregon

Attention Mr. H. B. Glaisyer

RECEIVED
APR 27 1955
STATE [illegible] COMMISSION

NOTICE OF CLAIM

TO: Secretary of State, State of Oregon
and Oregon State Highway Commission

Notice is hereby given that the undersigned, General Casualty Company of America as assignee of Stephens and Carnes, has a claim for the balance of Stephens and Carnes subcontract with Coast Blacktop Paving Company in a sum of Three Thousand Eight Hundred and Sixty One Dollars ($3,861.00) against the bond taken from Coast Blacktop Paving Company and St. Paul Mercury Indemnity Company for the work performed on State Highway Contract No. 4196 for the grading and paving on the highway and city street in the City of Condon, Oregon.

Dated this 25th of April, 1955

General Casualty Company of America
Arthur R. Eby
Claims representative

NOTICE OF CLAIM

TO: Secretary of State, State of Oregon
and Oregon State Highway Commission

Notice is hereby given that the undersigned, General Casualty Company of America as assignee of Stephens and Carnes, has a claim for the balance of Stephens and Carnes subcontract with Coast Blacktop Paving Company in a sum of Three Thousand Eight Hundred and Sixty One Dollars ($3,861.00) against the bond taken from Coast Blacktop Paving Company and St. Paul Mercury Indemnity Company for the work performed on State Highway Contract No. 4196 for the grading and paving on the highway and city street in the City of Condon, Oregon.

Dated this 25th of April, 1955

General Casualty Company of America
by Arthur R. Eby
Claims dept.

File No 35[illegible]

RECEIVED
APR 27 1955
FOR FILING

4196

April 22, 1955

General Casualty Company of America
Seattle 5, Washington

Attention: Mr. A. R. Eby, Claims Department

Gentlemen:

I wish to thank you for your letter of April 19, 1955 with reference to Oregon State Highway Contract No. 4196, awarded to Coast Blacktop Paving Company for grading and paving the highway and city streets in the City of Condon, Oregon.

Also transmitted with your letter were releases executed by a number of claimants against Stephens and Carnes, who are subcontractors on this work. These releases satisfy all of the claims of record against this job except those of Draper and Adams in amount $294, and P. L. Crooks and Company, in amount $619.95, plus interest. You advise that the claim of Draper and Adams is in dispute, and probably will be paid on a compromise basis. Also that the claim of P. L. Crooks and Company is not a proper claim against this job.

You inquire if the Highway Commission will accept a bond of indemnity from you to hold the State of Oregon harmless in the event that the Crooks claim goes to suit. My answer is in the affirmative. We will be glad to accept such a bond, and will authorize release of the final amount due Coast Blacktop Paving Company in connection with this job, upon receipt of the same accompanied by a letter from the St. Paul Mercury Indemnity Company authorizing such final payment. The St. Paul Mercury Indemnity Company, I might say, has already asked us not to make any further payment to Coast Blacktop Paving Company without its consent.

In the next to the last paragraph of your letter, you request confirmation of the date, October 29, 1954, as the date of formal acceptance of this project by the State Highway Commission. A check of the records shows that formal acceptance date is October 28, 1954.

REFERRED TO
Query and Mrs Lewis
BY SECRETARY
to note & record on card.

A copy of this letter is being forwarded to the St. Paul Mercury Indemnity Company for its information.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:mm

cc: St. Paul Mercury Indemnity Company
Lumbermens Insurance Agency
118 Oregon Avenue
Bend, Oregon

NOTED ON CARD

GENERAL
CASUALTY COMPANY
OF AMERICA
SEATTLE 5

H. K. DENT
CHAIRMAN OF THE BOARD
W. L. CAMPBELL
PRESIDENT

April 19, 1955

Oregon State Highway Department
Salem, Oregon

Attention: H. B. Glaisyer, Secretary

Gentlemen:z

Our File 36-15803
Principal: Stevens and Carnes
State Highway Contract # 4196
for grading and paving the highway
and city streets in the city of Condon
General Contractor, Coast Black Top
Paving Company

As you are probably aware, we were the surety on Stevens and Carnes on a bond running to Coast Black Top Paving Company on the sub-contract that Stevens and Carnes had with the Coast Black Top Paving Company. There have been several claims filed against this job and we have been endeavoring to make payment to those claimants that have a proper claim against the Coast Black Top Paving Company and their bond.

You will find attached properly signed copies of our standard release wherein the following claimants have released their claim against the Coast Black Top Paving Company.

Claimant	Amount
Feenaughty Machinery Co.	$1,220.41
Parman & Harris	453.38
Shockman & Sons	3,510.00
Armco Drainage & Metal Products, Inc.	407.16
Miller Lumber Co.	1,121.42
Standard Oil Co. of California	89.73
Loggers & Contractors' Machinery Co.	66.12

ANSWERED
H. B. GLAISYER

You will notice that some of these amounts do not agree with the amounts that were filed with your office. However, you will notice that this release is a complete release of all claims against the obligee.

The claim of Draper and Adams is in dispute. However, this claim will probably be paid on a compromised basis.

The claim of Arthur Simonsen has been paid by the Coast Black Top Paving Company, and we trust that they have made the necessary arrangements to see that this claim is released.

The claim of the Coast Black Top Paving Company is being verified with Stevens and Carnes and if they agree with the claim, we believe that Coast Black Top Paving Company will release their claim and deduct this from their final payment to us under the sub-contract with Stevens and Carnes.

We do not believe that the claim of the P. L. Crooks and Company, Inc., is a proper claim against Coast Black Top Paving Company and their bond and have so advised their attorneys. In the event this claim goes to litigation, we shall defend the action on the behalf of Coast Black Top Paving Company. Since Coast Black Top Paving Company is desirous of obtaining the final retainage on this job, we were wondering if you would accept a bond of indemnity from us to hold you harmless in the event that this claim goes to suit. We have furnished you such bonds of indemnity on cases where our contractor was the general contractor, and we are wondering if the same form of indemnity would be suitable in a situation such as this. Please let us know if there have been any claims filed not included in the preceding paragraphs.

We have been informed that this job was formally accepted on October 29, 1954. We would appreciate your confirmation of this date so that our records will be complete.

Please let us know if we can furnish you with any additional information and as to whether we can be of any help in obtaining the release of the final monies in this job. Just as soon as the Draper and Adams claims has been settled, we shall forward you a release signed by them.

Thank you for your cooperation in this matter.

Very truly yours,

A. R. Eby

A. R. Eby
Claims Department
mdh

NOTED ON CARD

RECEIVED
APR 21 1955
OREGON
STATE HIGHWAY COMMISSION

RELEASE AND ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That, whereas, Stephens and Carnes Construction Company, hereinafter referred to as PRINCIPAL, and General Casualty Company of America, a Washington corporation of Seattle, Washington, hereinafter referred to as SURETY, executed a bond dated May 24, 1954 in favor of Coast Blacktop Paving Company, hereinafter referred to as OBLIGEE, conditioned for the payment of persons supplying labor and material in the prosecution of the work provided in the following contract: Sub-Contract on Oregon State Highway Contract 4196 for Grading and paving the Condon, highway and city streets, project in the city of Condon, Oregon, and,

WHEREAS, certain labor and/or materials, described in the annexed account, were so supplied by the undersigned and have not been paid for by the PRINCIPAL and demand has been made upon the SURETY for payment thereof,

NOW, THEREFORE, the undersigned Feenaughty Machinery Company of Portland, Oregon in consideration of the sum of one thosand-two hundred twenty and 41/100 ---- Dollars ($1,220.41) paid to the undersigned by the SURETY, the receipt of which is hereby acknowledged, has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto the SURETY, its successors and assigns, to its own proper use and benefit, any and all sums of money now due or to grow due upon the annexed account or otherwise from the PRINCIPAL, and does hereby warrant and affirm that the labor and/or materials, described in the annexed account, were supplied by the undersigned in the prosecution of the work provided for in the contract hereinabove referred to;

And the undersigned does hereby give the SURETY, its successors and assigns, full power and authority for its own use and benefit, but at its own cost, to ask, demand, collect, receive, compound, and release, and in its name or otherwise to prosecute and withdraw any claims, suits or proceedings at law or in equity, therefor;

And for the consideration aforesaid, the undersigned does hereby release and forever discharge the SURETY and OBLIGEE of and from any and all claims and demands of every kind, character and description in law or in equity, which the undersigned has or may hereafter have against SURETY or OBLIGEE by reason of SURETY having become surety on said bond and/or by reason of the failure of the PRINCIPAL to make full payment to the undersigned for all labor and/or materials supplied by the undersigned as aforesaid.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this third day of March, 19 55.

(CORPORATE SEAL)

Feenaughty Machinery Co.

By L J Feenaughty

Its President

CA-417 1-51

CORPORATE ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Multnomah)

On this third day of March, 19 55, before me personally appeared D. J. Feenaughty, to me known to be the President and ________ of Feenaughty Machinery Co., the corporation executing the above instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that the seal affixed is the seal of said corporation and that it was affixed and that he executed said instrument by order of the Board of Directors of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my OFFICIAL SEAL the day and year first above written.

R. C. Crone
(Notary Public, Residing at Portland, Oregon

(SEAL)

(Commission Expires 10/1/55)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ________)
) SS
COUNTY OF ________)

On this ________ day of ________, 19____, before me personally appeared ________, to me known and known to me to be the individual(s) described in and who executed the foregoing instrument and acknowledged that ________ executed the same for the purposes, considerations and uses therein set forth as ________ voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL, the day and year first above written.

(Notary Public, Residing at ________

(SEAL)

(Commission Expires ________)

RELEASE AND ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That, whereas, Charles B Stephens and H. N Carnes d/b/a Stephens & Carnes Construction Co., hereinafter referred to as PRINCIPAL, and General Casualty Company of America, a Washington corporation of Seattle, Washington, , hereinafter referred to as SURETY, executed a bond dated May 12, 1954 in favor of H J Curl, Sr & H J Curl, Jr, d/b/a Coast Blacktop Paving Co. hereinafter referred to as OBLIGEE, conditioned for the payment of persons supplying labor and material in the prosecution of the work provided in the following contract: Subcontract: Grading & Paving Highway & City Streets, Condon, Gilliam County, Oregon - Items 1-11, Incl, and,

WHEREAS, certain labor and/or materials, described in the annexed account, were so supplied by the undersigned and have not been paid for by the PRINCIPAL and demand has been made upon the SURETY for payment thereof,

NOW, THEREFORE, the undersigned Parman & Harris of Condon, Oregon in consideration of the sum of Four Hundred Fifty three and thirty-eight/100 Dollars ($ 453.38) paid to the undersigned by the SURETY, the receipt of which is hereby acknowledged, has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto the SURETY, its successors and assigns, to its own proper use and benefit, any and all sums of money now due or to grow due upon the annexed account or otherwise from the PRINCIPAL, and does hereby warrant and affirm that the labor and/or materials, described in the annexed account, were supplied by the undersigned in the prosecution of the work provided for in the contract hereinabove referred to;

And the undersigned does hereby give the SURETY, its successors and assigns, full power and authority for its own use and benefit, but at its own cost, to ask, demand, collect, receive, compound, and release, and in its name or otherwise to prosecute and withdraw any claims, suits or proceedings at law or in equity, therefor;

And for the consideration aforesaid, the undersigned does hereby release and forever discharge the SURETY and OBLIGEE of and from any and all claims and demands of every kind, character and description in law or in equity, which the undersigned has or may hereafter have against SURETY or OBLIGEE by reason of SURETY having become surety on said bond and/or by reason of the failure of the PRINCIPAL to make full payment to the undersigned for all labor and/or materials supplied by the undersigned as aforesaid.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 16 day of March, 1955.

(CORPORATE SEAL)

Parman & Harris

By Jack M Harris

Its Asist Manager

CA-417 1-51

CORPORATE ACKNOWLEDGMENT

STATE OF ______)
) SS
COUNTY OF ______)

On this ______ day of ______, 19___, before me personally appeared ______ and ______, to me known to be the ______ of ______ the corporation executing the above instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that the seal affixed is the seal of said corporation and that it was affixed and that ______ executed said instrument by order of the Board of Directors of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my OFFICIAL SEAL the day and year first above written.

______
(Notary Public, Residing at ______
(Commission Expires ______)

(SEAL)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Gilliam)

On this 16 day of March, 19 55, before me personally appeared Parman & Harris, to me known and known to me to be the individual(s) described in and who executed the foregoing instrument and acknowledged that he executed the same for the purposes, considerations and uses therein set forth as stated voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL, the day and year first above written.

C.W. Palmer
(Notary Public, Residing at Condon, Ore
NOTARY PUBLIC FOR OREGON
(Commission Expires My Commission Expires Dec. 6, 1956

(SEAL)

RELEASE AND ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That, whereas, Charles B. Stephens & H.N. Carnes d/b/a Stephens & Carnes Construction Co., hereinafter referred to as PRINCIPAL, and General Casualty Company of America, a Washington corporation of Seattle, Washington,, hereinafter referred to as SURETY, executed a bond dated May 12, 1954 in favor of H. J. Curl, Sr & H J Curl, Jr. d/b/a Coast Blacktop Paving Co., hereinafter referred to as OBLIGEE, conditioned for the payment of persons supplying labor and material in the prosecution of the work provided in the following contract: Subcontract: Grading & Paving Highway and City Streets, Condon, Gilliam County, Oregon -- Items 1-11, incl., and,

WHEREAS, certain labor and/or materials, described in the annexed account, were so supplied by the undersigned and have not been paid for by the PRINCIPAL and demand has been made upon the SURETY for payment thereof,

NOW, THEREFORE, the undersigned Shockman & Sons of Hermiston, Oregon in consideration of the sum of Three Thousand Five Hundred Ten and no/100 Dollars ($3510.—) paid to the undersigned by the SURETY, the receipt of which is hereby acknowledged, has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto the SURETY, its successors and assigns, to its own proper use and benefit, any and all sums of money now due or to grow due upon the annexed account or otherwise from the PRINCIPAL, and does hereby warrant and affirm that the labor and/or materials, described in the annexed account, were supplied by the undersigned in the prosecution of the work provided for in the contract hereinabove referred to;

And the undersigned does hereby give the SURETY, its successors and assigns, full power and authority for its own use and benefit, but at its own cost, to ask, demand, collect, receive, compound, and release, and in its name or otherwise to prosecute and withdraw any claims, suits or proceedings at law or in equity, therefor;

And for the consideration aforesaid, the undersigned does hereby release and forever discharge the SURETY and OBLIGEE of and from any and all claims and demands of every kind, character and description in law or in equity, which the undersigned has or may hereafter have against SURETY or OBLIGEE by reason of SURETY having become surety on said bond and/or by reason of the failure of the PRINCIPAL to make full payment to the undersigned for all labor and/or materials supplied by the undersigned as aforesaid.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 15th day of March, 1955.

(CORPORATE SEAL)

Shockman & Sons

By Joe Shockman

Its

CA-417 1-51

CORPORATE ACKNOWLEDGMENT

STATE OF ____________________)
) SS
COUNTY OF ____________________)

On this __________ day of ____________________ , 19____ , before me personally appeared ____ , to me known to be the ____________________ and ____________________ of ____ , the corporation executing the above instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that the seal affixed is the seal of said corporation and that it was affixed and that ____________ executed said instrument by order of the Board of Directors of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my OFFICIAL SEAL the day and year first above written.

____
(Notary Public, Residing at ____________________
(Commission Expires ____________________)

(SEAL)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Umatilla)

On this 15th day of March , 1955 , before me personally appeared Joe Shockman , to me known and known to me to be the individual(s) described in and who executed the foregoing instrument and acknowledged that he executed the same for the purposes, considerations and uses therein set forth as his voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL, the day and year first above written.

Ev. Barnes
(Notary Public, ~~Residing~~ at for Oregon
(Commission Expires April 26, 1956)

(SEAL)

RELEASE AND ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That, whereas, Stephens and Carnes Construction Company, hereinafter referred to as PRINCIPAL, and General Casualty Company of America, a Washington corporation of Seattle, Washington, hereinafter referred to as SURETY, executed a bond dated May 24, 1954 in favor of Coast Blacktop Paving Company, hereinafter referred to as OBLIGEE, conditioned for the payment of persons supplying labor and material in the prosecution of the work provided in the following contract: Subcontract on Oregon State Highway Contract 4196 for Grading and paving the Condon, highway and city streets project in the city of Condon, Oregon, and,

WHEREAS, certain labor and/or materials, described in the annexed account, were so supplied by the undersigned and have not been paid for by the PRINCIPAL and demand has been made upon the SURETY for payment thereof,

NOW, THEREFORE, the undersigned Armco Drainage & Metal Products, Inc. of Portland, Oregon in consideration of the sum of Four Hundred Seven and 16/100-------------------- Dollars ($ 407.16) paid to the undersigned by the SURETY, the receipt of which is hereby acknowledged, has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto the SURETY, its successors and assigns, to its own proper use and benefit, any and all sums of money now due or to grow due upon the annexed account or otherwise from the PRINCIPAL, and does hereby warrant and affirm that the labor and/or materials, described in the annexed account, were supplied by the undersigned in the prosecution of the work provided for in the contract hereinabove referred to;

And the undersigned does hereby give the SURETY, its successors and assigns, full power and authority for its own use and benefit, but at its own cost, to ask, demand, collect, receive, compound, and release, and in its name or otherwise to prosecute and withdraw any claims, suits or proceedings at law or in equity, therefor;

And for the consideration aforesaid, the undersigned does hereby release and forever discharge the SURETY and OBLIGEE of and from any and all claims and demands of every kind, character and description in law or in equity, which the undersigned has or may hereafter have against SURETY or OBLIGEE by reason of SURETY having become surety on said bond and/or by reason of the failure of the PRINCIPAL to make full payment to the undersigned for all labor and/or materials supplied by the undersigned as aforesaid.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 14th day of March, 19 55.

(CORPORATE SEAL)

ARMCO DRAINAGE & METAL PRODUCTS, INC.

By

Its Vice Pres

CA-417 1-51

CORPORATE ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Multnomah)

On this 14th day of March, 1955, before me personally appeared E. M. Gibson, to me known to be the Vice-President and ______ of ARMCO DRAINAGE & METAL PRODUCTS, INC., the corporation executing the above instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that the seal affixed is the seal of said corporation and that it was affixed and that he executed said instrument by order of the Board of Directors of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my OFFICIAL SEAL the day and year first above written.

Matt Penth

(Notary Public, Residing at Portland, Oregon

(SEAL)

(Commission Expires 1-30-56)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ______)
) SS
COUNTY OF ______)

On this ______ day of ______, 19___, before me personally appeared ______, to me known and known to me to be the individual(s) described in and who executed the foregoing instrument and acknowledged that ______ executed the same for the purposes, considerations and uses therein set forth as ______ voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL, the day and year first above written.

(Notary Public, Residing at ______

(SEAL)

(Commission Expires ______)

RELEASE AND ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That, whereas, Stephens and Carnes Construction Company, hereinafter referred to as PRINCIPAL, and General Casualty Company of America, a Washington corporation of Seattle, Washington, hereinafter referred to as SURETY, executed a bond dated May 24, 1954 in favor of Coast Blacktop Paving Company, hereinafter referred to as OBLIGEE, conditioned for the payment of persons supplying labor and material in the prosecution of the work provided in the following contract: Subcontract on Oregon State Highway Contract 4196 for Grading and paving the Condon highway and city streets project in the city of Condon, Oregon, and,

WHEREAS, certain labor and/or materials, described in the annexed account, were so supplied by the undersigned and have not been paid for by the PRINCIPAL and demand has been made upon the SURETY for payment thereof,

NOW, THEREFORE, the undersigned Miller Lumber Company of Bend, Oregon in consideration of the sum of One Thousand One hundred twenty one and 42/100---------------- Dollars ($ 1,121.42) paid to the undersigned by the SURETY, the receipt of which is hereby acknowledged, has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto the SURETY, its successors and assigns, to its own proper use and benefit, any and all sums of money now due or to grow due upon the annexed account or otherwise from the PRINCIPAL, and does hereby warrant and affirm that the labor and/or materials, described in the annexed account, were supplied by the undersigned in the prosecution of the work provided for in the contract hereinabove referred to;

And the undersigned does hereby give the SURETY, its successors and assigns, full power and authority for its own use and benefit, but at its own cost, to ask, demand, collect, receive, compound, and release, and in its name or otherwise to prosecute and withdraw any claims, suits or proceedings at law or in equity, therefor;

And for the consideration aforesaid, the undersigned does hereby release and forever discharge the SURETY and OBLIGEE of and from any and all claims and demands of every kind, character and description in law or in equity, which the undersigned has or may hereafter have against SURETY or OBLIGEE by reason of SURETY having become surety on said bond and/or by reason of the failure of the PRINCIPAL to make full payment to the undersigned for all labor and/or materials supplied by the undersigned as aforesaid.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 17th. day of March, 1955.

(CORPORATE SEAL)

THE MILLER LUMBER COMPANY

By William E. Miller
William E. Miller

Its Vice-President

CA-417 1-51

CORPORATE ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Deschutes)

On this 17th. day of March, 1955, before me personally appeared William E. Miller, to me known to be the Vice-President and ______ of The Miller Lumber Company, the corporation executing the above instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that the seal affixed is the seal of said corporation and that it was affixed and that he executed said instrument by order of the Board of Directors of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my OFFICIAL SEAL the day and year first above written.

Florence G. Palmer
(Notary Public, Residing at Bend, Oregon

(SEAL)

(Commission Expires May 23, 1957)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ______)
) SS
COUNTY OF ______)

On this ______ day of ______, 19___, before me personally appeared ______, to me known and known to me to be the individual(s) described in and who executed the foregoing instrument and acknowledged that ______ executed the same for the purposes, considerations and uses therein set forth as ______ voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL, the day and year first above written.

______
(Notary Public, Residing at ______

(SEAL)

(Commission Expires ______)

RELEASE AND ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That, whereas, STEPHENS and CARNES CONSTRUCTION CO.,
hereinafter referred to as PRINCIPAL, and General Casualty Company of America, a Washington corporation of Seattle, Washington,
hereinafter referred to as SURETY, executed a bond dated May 24, 1954
in favor of Coast Blacktop Paving Co.,
hereinafter referred to as OBLIGEE, conditioned for the payment of persons supplying labor and material in the prosecution of the work provided in the following contract: Sub contract on Oregon State Highway Contract 4196 for Grading and paving the Condon highway and city streets, project in the city of Condon, Oregon, and,

WHEREAS, certain labor and/or materials, described in the annexed account, were so supplied by the undersigned and have not been paid for by the PRINCIPAL and demand has been made upon the SURETY for payment thereof,

NOW, THEREFORE, the undersigned STANDARD OIL COMPANY OF CALIFORNIA
of Portland, Oregon in consideration of the sum of
Eighty-nine and 73/100-------------------------- Dollars ($ 89.73)
paid to the undersigned by the SURETY, the receipt of which is hereby acknowledged, has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto the SURETY, its successors and assigns, to its own proper use and benefit, any and all sums of money now due or to grow due upon the annexed account or otherwise from the PRINCIPAL, and does hereby warrant and affirm that the labor and/or materials, described in the annexed account, were supplied by the undersigned in the prosecution of the work provided for in the contract hereinabove referred to;

And the undersigned does hereby give the SURETY, its successors and assigns, full power and authority for its own use and benefit, but at its own cost, to ask, demand, collect, receive, compound, and release, and in its name or otherwise to prosecute and withdraw any claims, suits or proceedings at law or in equity, therefor;

And for the consideration aforesaid, the undersigned does hereby release and forever discharge the SURETY and OBLIGEE of and from any and all claims and demands of every kind, character and description in law or in equity, which the undersigned has or may hereafter have against SURETY or OBLIGEE by reason of SURETY having become surety on said bond and/or by reason of the failure of the PRINCIPAL to make full payment to the undersigned for all labor and/or materials supplied by the undersigned as aforesaid.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 30th
day of March, 1955.

(CORPORATE SEAL)

STANDARD OIL COMPANY OF CALIFORNIA

By
Regional Credit Manager

Its

CA-417 1-51

CORPORATE ACKNOWLEDGMENT

STATE OF OREGON)
) SS
COUNTY OF Multnomah)

On this 30th day of March, 1955, before me personally appeared E. A. Hrdlicka to me known to be the Regional Credit Mgr. and ______, of Standard Oil Company of California, the corporation executing the above instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that the seal affixed is the seal of said corporation and that it was affixed and that he executed said instrument by order of the Board of Directors of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my OFFICIAL SEAL the day and year first above written.

Flora D. Campbell
(Notary Public, Residing at Portland, Oregon

(SEAL)

(Commission Expires May 1, 1956)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ______)
) SS
COUNTY OF ______)

On this ______ day of ______, 19____, before me personally appeared ______ ______, to me known and known to me to be the individual(s) described in and who executed the foregoing instrument and acknowledged that ______ executed the same for the purposes, considerations and uses therein set forth as ______ voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL, the day and year first above written.

______
(Notary Public, Residing at ______

(SEAL)

(Commission Expires ______)

RELEASE AND ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That, whereas, Stephens and Carnes Construction Co.,

hereinafter referred to as PRINCIPAL, and General Casualty Company of America, a Washington corporation of Seattle, Washington,

hereinafter referred to as SURETY, executed a bond dated May 24, 1954 in favor of Coast Blacktop Paving Co.,

hereinafter referred to as OBLIGEE, conditioned for the payment of persons supplying labor and material in the prosecution of the work provided in the following contract: Subcontracts on Oregon State Highway Contract 4196 for Grading and paving the Condon highway and city streets, project in the city of Condon, Oregon, and,

WHEREAS, certain labor and/or materials, described in the annexed account, were so supplied by the undersigned and have not been paid for by the PRINCIPAL and demand has been made upon the SURETY for payment thereof,

NOW, THEREFORE, the undersigned Loggers & Contractors Machinery Company of Portland, Oregon in consideration of the sum of Sixty-six and 12/100 Dollars ($ 66.12) paid to the undersigned by the SURETY, the receipt of which is hereby acknowledged, has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto the SURETY, its successors and assigns, to its own proper use and benefit, any and all sums of money now due or to grow due upon the annexed account or otherwise from the PRINCIPAL, and does hereby warrant and affirm that the labor and/or materials, described in the annexed account, were supplied by the undersigned in the prosecution of the work provided for in the contract hereinabove referred to;

And the undersigned does hereby give the SURETY, its successors and assigns, full power and authority for its own use and benefit, but at its own cost, to ask, demand, collect, receive, compound, and release, and in its name or otherwise to prosecute and withdraw any claims, suits or proceedings at law or in equity, therefor;

And for the consideration aforesaid, the undersigned does hereby release and forever discharge the SURETY and OBLIGEE of and from any and all claims and demands of every kind, character and description in law or in equity, which the undersigned has or may hereafter have against SURETY or OBLIGEE by reason of SURETY having become surety on said bond and/or by reason of the failure of the PRINCIPAL to make full payment to the undersigned for all labor and/or materials supplied by the undersigned as aforesaid.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 14th day of April, 1955

(CORPORATE SEAL)

LOGGERS & CONTRACTORS MACHINERY CO.

By A. F. Sersanous
A.F.Sersanous

Its President.

CA-417 1-51

CORPORATE ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Multnomah)

On this 14th day of April, 19 55, before me personally appeared A.F.Sersanous, to me known to be the President and ________ of Loggers & Contractors Machinery Co., the corporation executing the above instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that the seal affixed is the seal of said corporation and that it was affixed and that he executed said instrument by order of the Board of Directors of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my OFFICIAL SEAL the day and year first above written.

Valli B Compton
(Notary Public, Residing at Portland Ore

(SEAL)

(Commission Expires Jan 22, 1959)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ________)
) SS
COUNTY OF ________)

On this ________ day of ________, 19____, before me personally appeared ________, to me known and known to me to be the individual(s) described in and who executed the foregoing instrument and acknowledged that ________ executed the same for the purposes, considerations and uses therein set forth as ________ voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL, the day and year first above written.

____
(Notary Public, Residing at ________

(SEAL)

(Commission Expires ________)

RECEIVED
APR 14 1955
FOR FILING

311 [illegible]

4196

Files

Lewis

April 12, 1955

Saint Paul-Mercury Indemnity Company
NW Branch Office
Mills Building
San Francisco 4, California

Gentlemen:

We have received a letter from Arthur Simonsen stating that he has received payment in full for his claim against the Coast Blacktop Paving Company on contract No. #4196 for work on the highway and city streets in the City of Condon.

Your office was notified regarding this claim in the amount of $1,064.00 on March 9, 1955.

We provide this information as your Company appears as surety on the performance bond furnished with contract No. 4196.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:do

Saint Paul-Mercury Indemnity Company
cc: Lumbermens Insurance Agency
118 Oregon Avenue
Bend, Oregon

cc: Coast Blacktop Paving Company
P. O. Box 770
Bend
Oregon

NOTED ON CARD

RECEIVED
APR 14 1955
FOR FILING

311-PH
41 6

Lewis

April 12, 1955

Hon. Earl T. Newbry
Secretary of State
CAPITOL BLDG.,
Salem, Oregon

Dear Sir:

Thank you for sending us a copy of Mr. Simonsen's letter stating that he has received payment in full for his claim against the Coast Blacktop Paving Company, contract No. 4196.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dc

NOTED ON CARD

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

April 11, 1955

Mr. H. B. Glaisyer, Secretary
State Highway Commission
Salem, Oregon

Dear Sir:

We are enclosing a copy of a letter received from Arthur Simonsen, advising that he has just received payment in full for Contract No. 4196 against Coast Blacktop Paving Company.

The copy is for your information and files.

Very truly yours,

EARL T. NEWBRY
Secretary of State

By Geo C Stephens
Clerk
Records Division

NF:M
Enc.

[illegible]

NOTED ON CARD
J.L.

RECEIVED
APR 12 1955
OREGON
STATE HIGHWAY COMMISSION

Arthur Simonsen & Co.
General Contractors
[illegible] Grandview Drive
Baker, Oregon

ARTHUR SIMONSEN

DAVID LAURANCE

April 6 , 1955

EARL T. NEWBRY Secr. of State
SALEM , OREGON

Dear Sir :

This letter is to inform Your office that I have just received payment in full for Contract number 4196 on which I filed against Coast Blacktop Paving Company .

I have no further interest or claim against this particular job.

Very truly yours,
Arthur Simonsen
Arthur Simonsen

SECRETARY OF STATE
RECEIVED
APR 11 1955
EARL T. NEWBRY

FILED
APR 11 1955
EARL T. NEWBRY
SECRETARY OF STATE

RECEIVED
MAR 30 1955
FOR FILING

[illegible]

Lewis

March 29, 1955

Saint Paul-Mercury Indemnity Co.
Northwest Branch Office
Mills Building
San Francisco 4, California

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by Loggers and Contractors Machinery Company against Coast Blacktop Paving Company. The claim is in the sum of $66.12 for tools furnished to the contractor on Contract No. 4196 for grading and paving the highway and city streets in Condon.

We provide this information as your Company appears as Surety on the Performance Bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

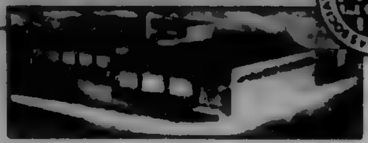
FAQ:fp
Enc.

cc Lumbermens Insurance Agency
118 Oregon Avenue
Bend, Oregon

Coast Blacktop Paving Co.
P. O. Box 770
Bend, Oregon

NOTED ON CARD

PORTLAND



EUGENE

Established 1910

SALES · SERVICE · RENTALS

LOGGERS & CONTRACTORS MACHINERY COMPANY

240 S. E. CLAY STREET · PORTLAND 14, OREGON

PHONE EAst 4128

March 23, 1955

Secretary of State
State of Oregon
Salem, Oregon

Gentlemen:

Notice hereby is given that the undersigned, Loggers and Contractors Machinery Company, has a claim for rentals on equipment supplied to Stephens & Carnes, on a paving job of which the Coast Black Top Company was the prime contractor.

This contact designated by the State of Oregon, was No. 4196, and covered paving of the State highway through the City of Condon. This contract was completed on September 16, 1954, and was accepted on October 18, 1954.

The Coast Black Top Company is bonded under the St. Paul-Mercury Indemnity Company, through the Lumberman's Insurance Agency, 118 Oregon Avenue, Bend, Oregon.

The amount owing is $66.12. Invoices covering describing this work are enclosed.

We will appreciate hearing from you concerning this matter at an early date.

Yours very truly,

LOGGERS & CONTRACTORS MCHY. CO.

By Geo. W. Flatt
George W. Flatt
Assistant to the President

File No 3501

SECRETARY OF STATE
RECEIVED
MAR 24 1955
EARL T. NEWBRY

FILED
MAR 24 1955
EARL T. NEWBRY
SECRETARY OF STATE

GF/rjm
Enclosures

Registered Letter - Return Receipt Requested

Telephone
EAst 4238

LOGGERS [illegible] CONTRACTORS MACHINERY CO.

240 S. E. CLAY STREET
PORTLAND 14, OREGON

No. R 02145

SALESMAN
Rental

YOUR ORDER NO.

DATE INVOICED
8/23/54

SOLD TO
Stephens & Carnes
Box 448
Junction City, Oregon

SHIPPED TO
Condon, Oregon

DATE SHIPPED
7/13/54

SHIPPED FROM

VIA
W/C

DUPLICATE

NO GOODS RETURNED WITHOUT OUR CONSENT.
ITEMS NOT EXTENDED WILL BE SHIPPED LATER.

TERMS NET CASH—ALL BILLS DUE AND PAYABLE 10TH OF MONTH FOLLOWING DATE OF SHIPMENT.

B. O.	ORDERED	SHIPPED	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
			RENTAL		
		1	PB6 Paving Breaker R 1555	38.00	45.60
		2	1¼" x 3" Chisels 2 dull @ $5.45 each	10.90	13.08
		2	1¼" Points 2 dull @ $3.10 each	6.20	7.44
					66.12
			Chg/Rental 7/13 -to- 8/20/54 1-6/30 Month		
			FINAL		

DUPLICATE

No. R02145

PATENTED

RECEIVED
MAR 30 1955
FOR FILING

Lews B

Files

March 29, 1955

Honorable Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir:

This is to acknowledge receipt of three copies of a claim filed with your office by Loggers & Contractors Machinery Company against Coast Blacktop Paving Company in the sum of $66.12. This claim pertains to our Contract No. 4196, your file No. 3497.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp

NOTED ON CARD

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

March 24, 1955

Mr. H. B. Glaisyer, Secretary
State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

We have received and filed today a notice of claim by the Loggers & Contractors Machinery Company for rentals on equipment in the sum of $66.12 against the bond taken from the Coast Black Top Company, Principal, and the St. Paul Mercury Indemnity Company, Surety, for the work of paving of the state highway in the City of Condon, Contract 4196, our file No. 3497.

We are enclosing three copies for your information and files. Kindly acknowledge receipt of same for our records.

Very truly yours,

EARL T. NEWBRY,
Secretary of State

By Geo A Stephens
Clerk
Records Division

NF:M
Enc.

RECEIVED
MAR 28 1955
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
JL

RECEIVED
MAR 30 1955
FOR FILING

31 [illegible]
[illegible]

March 29, 1955

Mr. Alvin J. Gray
c/o DeArmond, Goodrich, Foly & Gray
Lawyers
1044 Bond Street
P. O. Box 1151
Bend, Oregon

Dear Mr. Gray:

This is a belated acknowledgment of your letter of March 17, 1955 transmitting an Affidavit and Notice of Claim of the Coast Blacktop Paving Company against Stephens and Carnes, a co-partnership, arising out of State Highway Contract No. 4196 which was awarded Coast Blacktop Paving Company for construction of the Condon (Highway and City Streets) Project, Stephens and Carnes being subcontractor on such work.

We are filing the claim in the records of this job, notwithstanding that the claim is that of the prime contractor against his own bond. You understand, of course, that the State Highway Commission does not recognize subcontract agreements or bonds furnished prime contractors by subcontractors, but holds the prime contractor responsible and liable for satisfactory completion of the project that is awarded to him and for settlement of all claims that arise out of the contract. In this case, as stated, the prime contractor is filing a claim against the only bond that is recognized by the Highway Commission in connection with this project.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: Floyd Query

Telephone 586

Law Offices
De Armond, Goodrich, Foley & Gray
1044 Bond Street — P. O. Box 1151
BEND, OREGON

H. H. De Armond
A. C. Goodrich
Robert H. Foley
Alvin J. Gray
Harry W. Pierce

March 17 1955

Secretary, State Highway Commission
State of Oregon
Salem, Oregon

Re: State Highway Contract No. 4196

Dear Sir:

Enclosed herewith Affidavit and Notice of Claim of Coast Blacktop Paving Company, duly executed by H. J. Curl, Jr., member of that partnership, concerning the above subject contract.

This claim is filed on behalf of the prime contractor, Coast Blacktop Paving Company, under the provisions of the Laws of the State of Oregon covering bonds furnished under public contracts. It is realized that the claimant in fact is the prime contractor, having furnished his own surety bond to the State of Oregon. It is the purpose of this claim to preserve the claimant's rights against the Sub-contractors, Stephens and Carnes, and their surety, General Casualty Company.

Yours very truly,

De ARMOND, GOODRICH, FOLEY & GRAY

By: Alvin J. Gray

AJG/mh
Encs.

RECEIVED
MAR 18 1955
OREGON
STATE HIGHWAY COMMISSION

ACKNOWLEDGE
H. B. GLAISYER

AFFIDAVIT

STATE OF OREGON)
County of Deschutes) ss.

I, H. J. CURL, JR., being first duly sworn, depose and say that I am a partner in the firm, known and doing business as, Coast Blacktop Paving Company, composed of H. J. Curl, Sr. and myself.

That we, as Coast Blacktop Paving Company, provided labor and equipment at the special instance and request of Charles B. Stephens and H. N. Carnes, a co-partnership, doing business as Stephens and Carnes, towards and in relation to the prosecution of work provided for in State Highway Contract No. 4196, as follows:

Base Preparation & Approaches	
Scook 20 hrs., at $8.00	$160.00
Grader 20 hrs., at $9.00	180.00
Truck 10 hrs., at $6.00	60.00
Hand Labor, 80 man hrs. at $250	200.00
Backfilling Curbs	
Scoop 20 hrs., at $8.00	$160.00
Truck 20 hrs., at $6.00	120.00
Hand Labor, 100 man hrs., at $2.50	250.00
Preparing Ditch for Paving and Misc., Clean-Up	
108 man hrs. at $2.50	$270.00
Total	$1,400.00

That the sum of $1,400.00 is the reasonable value of such labor, materials and equipment.

That no part of this claim has been paid except the sum of $496.87; that there is due and unpaid for said work, labor and materials, the sum of $903.13.

H. J. Curl Jr.

Subscribed and Sworn to before me this 22 day of March, 1955.

Alvin J. Gray
Notary Public for Oregon

My Commission Expires: 1-10-56

NOTICE OF CLAIM

TO: The State of Oregon, acting by and through its State Highway Commission:

NOTICE IS HEREBY GIVEN, that the undersigned firm, known and doing business as COAST BLACKTOP PAVING COMPANY, composed of H. J. Curl, Sr. and H. J. Curl, Jr., has a claim for the reasonable value of labor performed and materials and equipment furnished in the performance of and prosecution of work provided for an Oregon State Highway Contract No. 4196 on the Condon (Highway and City Streets) Section, wherein H. J. Curl, Sr. and H. J. Curl, Jr. were contractors with the State of Oregon for the performance of said work and Charles B. Stephens and H. N. Carnes, partners, were sub-contractors under the said Coast Blacktop Paving Company.

A part of the work contracted and agreed to be performed by the said Stephens and Carnes was not done and at their special instance and request the said Coast Blacktop Paving Company performed said work and completed the said work of the said Stephens and Carnes, Partners.

That the work performed involving labor, materials and equipment is as follows:

Base Preparation & Approaches

Scoop, 20 hrs., at $8.00	$160.00
Grader, 20 hrs., at $9.00	180.00
Truck, 10 hrs. at $6.00	60.00
Hand Labor, 80 man hrs., at $2.50	200.00

Backfilling Curbs

Scoop, 20 hrs. at $8.00	$160.00
Truck, 20 hrs., at $6.00	120.00
Hand Labor, 100 man hrs., at $2.50	250.00

Preparing Ditch for Paving and Misc. Clean-up

108 Man Hrs., at $2.50	$270.00	
Total		$1,400.00

That the sum of $1,400.00 is a reasonable and fair value for the work performed and materials furnished, and no part thereof has been paid except the sum of $496.87. That there is due and unpaid from the said Stephens and Carnes the sum of $903.13.

That the undersigned were the prime contractors with the State Highway Commission, State of Oregon, on the said Contract No. 4196 and were doing business under the firm name and style of Coast Blacktop Paving Company at 2305 Awbrey Road, P.O. Box 770, Bend, Oregon, and had duly furnished their bond to the State of Oregon, issued by St. Paul Mercury Indemnity Company, a Delaware Corporation as surety; that in sub-letting the portion of work to the said Stephens and Carnes the said Coast Blacktop Paving Company were furnished the bond of the said Stephens and Carnes issued by General Casualty of America, A Washington Corporation, duly authorized to do business in the State of Oregon, as surety, securing the faithful and full performance of the work to be done by the said Stephens and Carnes.

That the said contract was completed and accepted by the State of

Oregon, acting by and through its Oregon State Highway Commission on or about October 29, 1954, and this Notice is given within six months of said date.

DATED this 22 day of March, 1955.

COAST BLACKTOP PAVING COMPANY
A Partnership, composed of H. J. Curl, Sr.
and H. J. Curl, Jr.

By: H. J. Curl Jr.
H. J. Curl, Jr.,
Member of Partnership

STATE OF OREGON)
County of Deschutes) ss.

I, H. J. Curl, Jr., being first duly sworn, depose and say that I am a member of the said Partnership of Coast Blacktop Paving Company who arethe claimants named in the foregoing Notice of Claim; that I am duly authorized to sign, and have signed and executed said Notice; that I know the contents of said Notice and Claim, and have knowledge of the facts therein set forth and that the same is in all respects true and correct, and contains a true statement of claimants' demands and the amount due claimants, after deducting all just credits and offsets.

H. J. Curl Jr.
H. J. Curl, Jr

SUBSCRIBED AND SWORN to before me this 22 day of March, 1955.

Alvin J. Gray
Notary Public for Oregon
My Commission Expires: 10-1-56

RECEIVED
MAR 30 1955
FOR FILING

[illegible]
4196

Lumo

March 25, 1955

Saint Paul-Mercury Indemnity Co.
Northwest Branch Office
Mills Building
San Francisco 4, California

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by Coast Blacktop Paving Company against Stephens and Carnes Construction Company. The claim is in the sum of $903.13 for labor and equipment furnished on State Highway Contract No. 4196 for grading and paving on the highway and city streets in the city of Condon.

You will note that this claim is being filed by Coast Blacktop Paving Company, who are the principal contractors on this contract. Stephens and Carnes apparently acted as subcontractors and purportedly furnished a bond to Coast Blacktop Paving Company which was issued by the General Casualty Company of America.

We are forwarding this information to your company as we have received it, as your company appears as Surety on Contract No. 4196. A copy of this letter is also being sent to the General Casualty Company of America.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp

Enc.
cc Coast Blacktop Paving Company
Lumbermens Insurance Agency
General Casualty Company of America

NOTED ON CARD

RECEIVED
MAR 30 1955
FOR FILING

311-1781

March 25, 1955

Honorable Earl T. Newbry
Secretary of State
Salem, Oregon

Attention: Mr. George C. Stephens

Dear Sir:

This is to acknowledge receipt of three copies of a claim filed with your office by Coast Blacktop Paving Company against Stephens and Carnes who acted as subcontractors on State Highway Contract No. 4196. The claim bears your file No. 3500, and is in the sum of $903.13.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp

NOTED ON CARD

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

March 24, 1955

Mr. H. B. Glaisyer, Secretary
State Highway Commission
Salem, Oregon

Dear Sir:

We have received from DeArmond, Goodrich, Foley & Gray, Attorneys, Bend, and filed a notice of claim by Coast Blacktop Paving Company, for materials and equipment furnished in the sum of $1,400.00, with a blance due of $903.13, against the bond taken from Stephens and carnes, Principal, and General Casualty of America, Surety, for work provided for an Oregon State Highway Contract No. 4196.

We are enclosing three copies of the claim and affidavit for your information and files. Kindly acknowledge receipt of same.

Very truly yours,

EARL T. NEWBRY
Secretary of State

By Geo A Stephens
Clerk
Records Dept.

NF:M
Enc.

REFERRED TO [illegible]
BY SECRETARY

usual letter
sent & card

RECEIVED
MAR 25 1955
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD

RECEIVED
MAR 23 1955
FOR FILING

[illegible]
4196

March 22, 1955

General Casualty Company of America
General Insurance Building
4347 Brooklyn Avenue
Seattle 5, Washington

ATTENTION: A. R. Eby

Dear Sir:

As requested in your letter of March 18th, we have attached a copy of the claim filed by Arthur Simonsen against the Coast Blacktop Paving Company on contract #4196 in the amount of $1,064.00.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dc
Attach.

GENERAL
CASUALTY COMPANY
OF AMERICA
SEATTLE 5

H. K. DENT
CHAIRMAN OF THE BOARD
W. L. CAMPBELL
PRESIDENT

March 18, 1955

Oregon State Highway Department
Salem, Oregon

Attention Mr. H. D. Glaisyer, Secretary

Gentlemen:

Our File 36-15803 - Stevens and Carnes Construction Company

You have furnished us with a copy of the claim filed by Arthur Simonsen in the amount of $1,170 against the State Highway Contract 4197.

The attorneys for Coast Blacktop Paving Company have advised us that you have notified them of a claim filed by Arthur Simonsen in the amount of $1,064 against contract No. 4196. We would appreciate your forwarding to us a copy of this claim so that we may properly investigate this claim.

Thank you for your attention to this matter.

Very truly yours,

a. R. Eby

A. R. Eby
Claims Department
hs

REFERRED TO
BY SECRETARY

Lewis 5

RECEIVED
MAR 18 1955
FOR FILING

311-7-1
417

March 16, 1955

Saint Paul-Mercury Indemnity Company
Northwest Branch Office
Mills Building
San Francisco 4, California

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by S. Draper & F. Adams in the sum of $294.00 against the Coast Blacktop Paving Company for labor, powder and equipment furnished on contract No. 4196 for grading and paving the highway and city streets in the City of Condon.

We do not have the address for Mr. Draper and Mr. Adams.

This information is provided as your Company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dc
Attach.

cc: Saint Paul - Mercury Indemnity Co.,
Lumbermens Insurance Agency
118 Oregon Avenue
Bend, Oregon

cc: Coast Blacktop Paving Company
P. O. Box 770
Bend, Oregon

NOTED ON CARD

DRAPER & F. ADAMS

SECRETARY OF STATE

STATE of OREGON :

Notice hereby is given that the undersigned (S.Draper & F.Adams) has a claim for furnishing all labor, powder , and equipment for shooting rock used for producing crushed material in the sum of two hundred ninety-four dollars against the bond taken from Coast Asphalt Paving Co. and St.Paul Mercury Indemnity Co. for the work of gradeing and paving of City Street in the city of Condon Contract No.4196.

Signed by S. Draper & F. Adams

S.Draper & F. Adams

SECRETARY OF STATE
RECEIVED
MAR 15 1955
EARL T. NEWBRY

File No. 3497

FILED
MAR 15 1955
EARL T. NEWBRY
SECRETARY OF STATE

NOTED ON CARD

RECEIVED
MAR 18 1955
FOR FILING

311-1771
4117

Lewis 9

File

March 16, 1955

Hon. Earl T. Newbry
Secretary of State
Salem, Oregon

ATTENTION: Geo. C. Stephens

Dear Sir:

This is to acknowledge your letter of March 15th to which was attached three copies of a claim filed with your office by S. Draper & F. Adams against the Coast Blacktop Paving Company on our contract No. 4196, your file No. 3497.

The claim is for $294.00.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dc

NOTED ON CARD

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

March 15, 1955

Mr. H. B. Glaisyer, Secretary
State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed today a notice of claim by S. Draper & F. Adams, for furnishing labor, powder and equipment in the sum of $294.00 against the bond taken from Coast Asphalt Paving Co., Principal, and St. Paul Mercury Indemnity Co., Surety, for the work of grading and paving of City Street in the City of Condon, Contract No. 4196, our file No. 3497.

We are enclosing three copies for your information and files. Kindly acknowledge receipt of same for our records.

Very truly yours,

EARL T. NEWBRY
Secretary of State

By Geo C. Stephens
Clerk
Records Division

NF:M
Enc.

REFERRED TO
BY SECRETARY

RECEIVED
MAR 16 1955
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
gl

File

RECEIVED
MAR 10 1955
FOR FILING

311-1101
1116

March 9, 1955

Honorable Earl T. Newbry
Secretary of State
Salem, Oregon

Attention: Mr. George C. Stephens

Dear Sir:

This acknowledges your letter of March 7 to which was attached three copies each of two claims filed with your office by Arthur Simonsen.

One of these claims in the sum of $1,170.00 is against Stephens and Carnes Construction Co. on State Highway Contract No. 4197 and bears your file No. 3493.

The other claim is against Coast Asphalt Paving Co. in the sum of $1,064.00 on State Highway Contract No. 4196, your file No. 3494.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp

NOTED ON CARD

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

March 7, 1955

Mr. [illegible], Secretary
State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of today the following notices of claim:

> Notice by Arthur Simonsen for labor and equipment in the sum of $1,170.00 against the bond taken from Stephens and Barnes Construction Co. Principal, and General Casualty Co. of America for work of grading and surfacing and oiling [illegible] Unit Rock Creek - Haines Section Rock Creek Road in Baker County Oregon Contract No. 4197, our file No. 3493.

> Notice by Arthur Simonsen for labor and equipment in the sum of $1,064.00 against the bond taken from Coast Asphalt Paving Co., Principal, and St. Paul Mercury Indemnity Co., Surety for the work of grading and paving of city street in the City of Condon, Contract No. [illegible]196, our file No. [illegible].

We are enclosing three copies of the claim for your information and files. Kindly acknowledge receipt of same for our records.

Very truly yours,

EARL T. NEWBRY
Secretary of State

By Geo C Stephens
Clerk
Records Division

NF:M

RECEIVED
MAR 9 1955
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD

RECEIVED
MAR 10 1955
FOR FILING

211-1701
3/11

March 9, 1955

Honorable Earl T. Newbry
Secretary of State
Salem, Oregon

Attention: Mr. George C. Stephens

Dear Sir:

This acknowledges your letter of March 7 to which was attached three copies each of two claims filed with your office by Arthur Simonsen.

One of these claims in the sum of $1,170.00 is against Stephens and Carnes Construction Co. on State Highway Contract No. 4197 and bears your file No. 3493.

The other claim is against Coast Asphalt Paving Co. in the sum of $1,064.00 on State Highway Contract No. 4196, your file No. 3494.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp

NOTED ON CARD

Lewis

March 9, 1955

St. Paul-Mercury Indemnity Co.
Northwest Branch Office
Mills Building
San Francisco 4, California

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by Arthur Simonsen against Coast Blacktop Paving Co. This claim is in the sum of $1,064.00 for labor and equipment in producing crushed materials on State Highway Contract No. 4196 awarded to Coast Blacktop Paving Co. for grading and paving the highway and city streets in the City of Condon.

We provide this information as your Company appears as surety on the Performance Bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp

cc Coast Blacktop Paving Co.
Lumbermens Insurance Agency

NOTED ON CARD

ARTHUR SIMONSEN

GENERAL CONTRACTOR

Telephone 1177

2925 Grandview Drive Baker, Oregon

March 5 , 1955

To State of Oregon:

Notice hereby is given that the undersigned (Arthur Simonsen) has a claim for furnishing all labor , and equipment for producing crushed materialsin the sum of One thousand sixty-four dollarsagainst the bond taken from Coast Asphalt Paving Co. and St. Paul Mercury Indemnity Co. for the work of Grading and Paving of City Street in the City of Condon - Contract No. 4196.

by Arthur Simonsen

Arthur Simonsen

Mr. H. B. Glaisyer :
Dear Sir:

Since talking to You at Salem I have received a payment from Coast Asphalt on this job so have been undecided if I should fial a claim against their contract for the balance due, but have decided for My own protection to fial as You can see.

Very truly yours,

Arthur Simonsen

[illegible]

RECEIVED

REFERRED TO

Query

usual letters

HBS

ARTHUR SIMONSEN GENERAL CONTRACTOR
2925 Grandview Drive Baker, Oregon **Telephone 1177**

March 5, 1955

Secretary of State
To State of Oregon:

Notice hereby is given that the undersigned (Arthur Simonsen) has a claim for furnishing all labor , and equipment for producing crushed materialsin the sum of One thousand sixty-four dollarsagainst the bond taken from Coast Asphalt Paving Co. and St. Paul Mercury Indemnity Co. for the work of Grading and Paving of City Street in the City of Condon - Contract No. 4196.

by Arthur Simonsen

Arthur Simonsen

File No. 3494

FILED
MAR 7 1955
EARL T. NEWBRY
SECRETARY OF STATE

RECEIVED
MAR 7 1955
FOR FILING

[illegible]
4196

March 7, 1955

General Casualty Company of America
Seattle 5, Washington

Attention: Mr. A. B. Eby, Claims Department

Gentlemen:

Responding to the request contained in your letter of February 25, 1955, I enclose for your information photocopy of claims as follows that have been filed with the State Highway Commission through the Secretary of State against State Highway Contract No. 4196, awarded to Coast Blacktop Paving Company for grading and paving work in the City of Condon:

Shockman & Sons - - - - - - - - -	$3,510.00
Parman & Harris - - - - - - - - -	453.38
Armco Drainage and Metal Products, Inc. - - - - - - - - - -	407.16
Standard Oil Company of California -	89.73
The Miller Lumber Company - - -	1,121.42

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:mm

Enclosures - 6

P.S. Since dictating the above, I received in the mail a claim from Arthur Simonsen General Contractor, Baker, Oregon, against this job. It is in the amount of $1,166. A photocopy of the same is attached. Incidentally, Mr. Simonsen states that he has filed this claim with the Secretary of State.

HBG.

GENERAL
CASUALTY COMPANY
OF AMERICA
SEATTLE 5

H. K. DENT
CHAIRMAN OF THE BOARD
W. L. CAMPBELL
PRESIDENT

February 25, 1955

Oregon State Highway Department
Salem, Oregon

Attention: Mr. H. B. Glaisyer, Secretary State Highway Commission

Gentlemen:

State Highway Contract #4196 For Grading and Paving the Condon Highway and City Streets

We have received the carbon copy of your letter of February 17 addressed to the Lumbermans Insurance Agency. This is the first notice that we have received that the first five claims have been filed against this job.

In order to properly process these claims for payment we would appreciate your forwarding to us copies of photostatic copies of the claims that have been filed by Shockman & Sons, Parman & Harris, Armco Drainage and Metals Products, Inc., Standard Oil Company of California, and the Miller Lumber Company.

We have already received copies of the claims filed by P. L. Crooks & Company and the Feenaughty Machinery Company that are chargeable to this job and to Contract #4197. In our opinion the P. L. Crooks & Company claim is not a valid claim against either of the jobs and the Feenaughty Machinery Company claim is in dispute.

At the time we make payment of the valid claims against this job we shall obtain the signature of the claimants on our standard release and assignment forms and forward copies to you for evidence of payment of the claims.

Thank you for your cooperation in this matter.

Very truly yours,

A. R. Eby

A. R. Eby
Claims Department
ah

RECEIVED
MAR 1 1955
OREG.
STATE HIGHWAY COMMISSION

ANSWERED
H. B. GLAISYER

311-1701 Condon (Hwy. & City Sts.) 1954
Grading & Paving
#4196 Folder #1

RECEIVED
MAR 7 1955
FOR FILING

311-1701
419

February 28, 1955

Hon. Earl T. Newbry
Secretary of State
Capitol

Attention: Mr. Geo. C. Stephens

Dear Sir:

Thank you for your letter of February 24th to which was attached three copies of a claim filed with your office by Feenaughty Machinery Company against Coast Blacktop Paving Company on Contract No. 4196 and against Stephens and Carnes on Contract No. 4197. The total amount of this claim is $3,976.22 and bears your file No. 3485.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:mdm

RECEIVED
MAR 7 1955
FOR FILING

311-1701
4116

February 26, 1955

St. Paul-Mercury Indemnity Co.
Northwest Branch Office
Mills Building
San Francisco 4, California

General Casualty Company of America
220 S. W. Fourth Avenue
Portland, Oregon

Gentlemen:

Attached is an amended notice of claim which has been filed with the Secretary of State by Feenaughty Machinery Company against Coast Blacktop Paving Company on Contract No. 4196 for work on the highway and city streets in Condon and against Stephens and Carnes for work performed on State Highway Contract No. 4197 for grading and surfacing the East Unit, Rock Creek-Haines Section of the Rock Creek Baker County Road. The total amount of the claim is $3,976.22, but there is no indication given as to how much applied to each contract. This is the same claim concerning which we wrote to you on February 17th.

This information is provided as your company appears as surety on one of the contracts mentioned.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

[illegible]
Attach.

cc - Lumbermens Insurance Agency
Coast Blacktop Paving Company
Stephens and Carnes Construction Co.

NOTED ON CARD

RECEIVED
FEB 28 1955
FOR FILING

211-1901
41

8

February 25, 1955

Feenaughty Machinery Company
112 S. E. Belmont Street
Portland 14, Oregon

Attention: Mr. D.J. Feenaughty
President

Gentlemen:

This in reply to your letter of February 24, 1955 concerning your claim against Stephens and Carnes arising out of State Highway Contracts No. 4196 and 4197. You advise that the General Casualty Company of America, surety on the bond furnished by Stephens and Carnes, recognizes your claim for equipment rentals up to November 15, 1954 but does not recognize any claim that arose subsequent to that date. You inquire whether or not in our estimation the General Casualty Company is responsible for the return of your equipment at its cost and expense.

Contrary to your assumption, we have not heretofore received an inquiry such as yours; however, had the question been asked I would have had to disclaim any particular interest. It appears to us that this is entirely a matter for adjustment between yourselves and the contractor's surety. We have no knowledge of the details of the claim, neither do we have the facilities to investigate claims that arise out of State Highway contracts.

The law requires the Highway Commission to obtain from a successful bidder on its work a performance bond for protection of claims against the job and to assure satisfactory completion of the project, and so far as I have been advised that is as far as the Commission is obligated to go. It appears to me, therefore, that if you are unable to obtain satisfaction from General Casulty Company of America by negotiation, then you should start a proceeding in the courts. I believe that you previously have been informed as to the procedure to be followed; nonetheless, I encose an excerpt from the Oregon statutes covering the filing of claims and the procedure to be followed subsequent thereto.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

FEENAUGHTY MACHINERY COMPANY

Portland 14, Oregon

February 24, 1955

Oregon State Highway Commission
Salem, Oregon

Attention: H. B. Glasyer, Secretary

Gentlemen:

As you have been informed, we notified you February 14 regarding the claim which we have against Stephens and Carnes and Surety, General Casualty Co. of America, on jobs # 4196 and # 4197. We notified the Secretary of State on February 21 with an amended notice of claim and sent you a copy.

We now have a letter from the General Casualty Co. of America that they will recognize all rentals up to November 15, 1954 but that the rental contract which we had with Stephens and Carnes is not recognized by them becuase they claim that the job was abandoned on November 15, 1954. We know that Stephens and Carnes left the job on or about that date, but we feel that the bonding company must be responsible for finishing the job. The point in question is that when Stephens and Carnes gave up the job, we had to send a hauler to bring in the equipment which was rented to them. The transportation charges for bringing in this equipment amounted to in round figures $730.00. The bonding company acknowledges that they will pay the rentals up to November 15, but that they deny they are obligated to pay the return freight. Our contract with Stephens and Carnes clled for the return of the rented equpment f.o.b. Portland, so they would be liable for the return freight if they could pay their bills. They do not have any finances so we cannot collect from them and we would like to know if it is your interpretation that the bonding company is responsible for return freight or whether we will have to stand those charges. Undoubtedly you have had inquiries as to this question before so that you can inform us accordingly. We would appreciate your answer.

Yours truly,

FEENAUGHTY MACHINERY CO.

/s/ DJF Feenaughty

President

DJF fg

RECEIVED
MAR 2 1955
FOR FILING

311-1961

4196

C
O
P
Y

February 21, 1955

Secretary of State
Salem, Oregon

Dear Sir;

Notice hereby is given that the undersigned, Feenaughty Machinery Co., has a claim for rental of equipment, repair parts, and return freight in the sum of $3976.22 against the bond taken from Ooast Blackton Paving Company and the St. Paul-Mercury Indemnity Company as surety for the work of State Highway Contract No. 4196 for grading and paving the highway and city streets in the city of Condon, and against the bond taken from Stevens and Carnes Construction Company and the General Casualty Company of America as surety for the work of State Highway Contract No. 4197 for grading and oil mat surfacing on the East Unit, Rock Creek - Haines Section of the Rock Creek Baker County Road.

This is an amended notice of claim, substituting for the first two paragraphs of our notice of February 14, 1955 sent to the Oregon State Highway Department and copy sent to the Secretary of State.

Yours very truly,

FEENAUGHTY MACHINERY CO.

?S? Freenaughty

President

DJF FG

CC: Oregon State Highway Dept.

RECEIVED
FEB 21 1955
FOR FILING
COPY

311-1701
4112

February 17, 1955

Lumbermens Insurance Agency
Coble Building
118 Oregon Avenue
Bend, Oregon

Attention: Mr. Philip R. Gould

Gentlemen:

Reference is made to your letter of February 5, 1955 concerning release of final payment to Coast Blacktop Paving Company for grading and paving the Condon(Highway and City Streets) Project in the city of Condon, known as State Highway Contract No. 4196. You inquire if the State Highway Department is willing to release to Coast Blacktop Paving Company the final amount due on this job, which incidentally is $3,861, if the Saint Paul-Mercury Indemnity Company, surety on the bond furnished by Coast Blacktop Paving Company, will consent to such release.

My answer is in the affirmative, but it is conditioned upon receiving from the Saint Paul-Mercury Indemnity Company a satisfactory form of release and a statement to the effect that this company will retain the liability for payment of all just unpaid claims arising out of the contract, including those incurred by subcontractors. I wish to call to your attention, however, that there are a number of claims on record in the Highway Commission's offices against this job in addition to those mentioned by you. A complete list follows:

(1)	Shockman & Sons against Stephens & Carnes, Subcontractor	$3,510.00
(2)	Parman and Harris against Shockman & Sons	453.38
(3)	Armco Drainage & Metal Products, Inc. against Stephens and Carnes	407.16
(4)	Standard Oil Company against Stephens & Carnes	89.73
(5)	Miller Lumber Company against Stephens & Carnes	1,121.42
(6)	P. L. Crooks & Co. against Stephens & Carnes	619.95
	Plus interest	21.10
(7)	Feenaughty Machinery Company against Stephens & Carnes	3,976.22

There is some question as to the exact amount of the claims of P. L. Crooks and Company and Feenaughty Machinery Company inasmuch as according to their affidavits of claim filed with the Secretary of State, a portion of each of these claims arises out of another State Highway contract, particularly State Highway Contract No. 4197, awarded to Stephens and Carnes, for grading, surfacing and oiling the East Unit of the Rock Creek-Haines Section of Rock Creek Road in Baker County. This particular job is not yet completed.

It was thought best to advise you of these outstanding claims so you would have the information available when passing on the matter of releasing the final estimate in connection with this job. You appreciate, of course, that the Highway Commission does not recognize subcontractors or the bonds furnished by subcontractors to the prime contractors but holds the prime contractors and the sureties responsible and liable for satisfactory completion of the project and payment of all claims that arise in connection therewith.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG: jmc

cc: Saint Paul-Mercury Indemnity Company
Mills Building
San Francisco 4, California

General Casualty Company of America
209 S.W. 4th Avenue
Portland, Oregon

C. H. Maison (2)

DRAFT

February 15, 1955

Lumbermens Insurance Agency
Coble Building
118 Oregon Avenue
Bend, Oregon

Gentlemen:

Receipt of your letter of February 5 concerning State Highway Contract No. 4196 with the Coast Black Top Paving Company is hereby acknowledged.

Please be advised that the Highway Commission will be willing to release to the Coast Black Top Paving Company the sum of $3,861.00, which is the balance due on this contract with the State, providing the St. Paul-Mercury Indemnity Company requests this release, retaining the liability for all just unpaid claims.

We wish to advise you that at the present time the following three claims have been filed with the Secretary of State, to wit:

1. Shockman and Sons - $3,861.00
2. Armco Drainage & Metal Products, Inc. - $407.06
3. Standard Oil of Clifornia - $89.73.

We have also been notified of the claim of Miller Lumber Company in the sum of $1, 121.42, which claim we believe will be filed with the Secretary of State in the very near future. Claims have also been filed with the Highway Commission against Stephens and Carnes on contracts No. 4196 and No. 4197, although the claimants have not at the present time specified the exact amount due under each contract. These claims are as follows:

1. Feenaughty Machinery Company - $3,976.22
2. P. L. Crooks & Company - $619.95, plus interest.

These are the only claims we are aware of at the present time.

Awaiting your pleasure, we are

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

OEM:MH
cc: St. Paul-Mercury Ind. Co.
San Francisco, Calif.

LUMBERMENS
INSURANCE AGENCY

ESTABLISHED 1914

BEND, OREGON

WARD H COBLE
PHILIP R. GOULD
EVELYNE M WIPF
J. PAT METKE

COBLE BUILDING, 118 OREGON AVE.
TELEPHONE: BEND 1800

February 5, 1955

Oregon State Highway Department
Salem, Oregon

ATTENTION: H. B. Glaisyer

Gentlemen:

In accordance with our telephone conversation of February 4th we are writing to you with regard to the claims against Coast Blacktop Paving Company for work on the highway and city streets in the City of Condon. At the present time it is our understanding that the claims against Stephens & Carnes who were sub-contractors of Coast Blacktop Paving from Shockman & Sons is in the amount of $3,510. This amount is in dispute between Stephens & Carnes and Shockman & Sons as it is alledged by Stephens & Carnes that the amount they owe Shockman & Sons is in the approximate amount of $3,210 rather than $3,510 which is claimed by Shockman & Sons. This would appear to be the major claim, however, there is an addition, a claim directly against Stephens & Carnes from Armco Drainage in the amount of $417.16 making the total of claims against Stephens & Carnes of which we have knowledge, in the amount of $3,917.16 or possibly $300 less than this amount depending on the outcome of the dispute between the two sub-contractors. In addition we have a record of a claim against Shockman & Sons by Parman & Harris in the amount of $453.38 which we presume is included in the $3,510 which Shockman & Sons claim due.

We have received word from the St. Paul-Mercury Indemnity Co. San Francisco, California Office that they are willing to request the State to release the balance of the monies due Coast Blacktop Paving if we will obtain a certified check in the amount of $3,000 payable to the Bonding Company as collateral against the amounts still owed Stephens & Carnes by Coast Blacktop Paving Company.

Our records indicate that Coast Blacktop Paving Company still owes Stephens & Carnes in the amount of $2,757.87 which will not be released until such time as Coast Blacktop has been provided by releases from Stephens & Carnes or their Bonding Company. We have been advised by the General of America that

MEMBER OF THE NATIONAL ASSOCIATION OF INSURANCE AGENTS

ANSWERED
H. B. GLAISYER

February 5, 1955

Oregon State Highway Department
Salem, Oregon

they have written the contract bond running to Coast Blacktop Paving Company for the sub-contract work on this job and that Stephens & Carnes have turned their interest over to the Bonding Company. They have requested that no further monies be paid to Stephens & Carnes without their consent and Coast Blacktop Paving will continue to hold the $2,~~2~~757.87 until such time as the releases are secured.

We are writing to you to find out if you will be willing to release the amounts due Coast Blacktop Paving with the St. Paul Mercury Indemnity Company were to advise that it was satisfactory with them to do so. The principal in this case does not desire to post a certified check for $3,000 unless there is some assurance that the approximate balance to $3,800 would be released by the Highway Commission. We will appreciate your kindness in advising us on this point.

Very truly yours,

LUMBERMENS INSURANCE AGENCY

Philip R. Gould

PRG:by

CC-St. Paul-Mercury Indemnity Co.
San Francisco, California

RECEIVED
FEB 7 1955
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD

FEB 18 1955

211-1701
4196

Lewis

February 17, 1955

St. Paul-Mercury Indemnity Co.
Northwest Branch Office
Mills Building
San Francisco 4, California

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by the Miller Lumber Company of Bend against Coast Blacktop Paving Company. The claim is in the amount of $1,121.42 for materials furnished on State Highway Contract No. 4196 for grading and paving the highway and city streets in the city of Condon.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:rdm 2/16
Attach.

cc - Lumbermens Insurance Agency
118 Oregon Avenue
Bend, Oregon

Coast Blacktop Paving Co.
P. O. Box 770
Bend, Oregon

NOTED ON CARD

FEB 18 1955

311-1201

4196

February 17, 1955

Hon. Earl T. Newbry
Secretary of State
Capitol

Attention: Geo. C. Stephens

Dear Sir:

This is to acknowledge your letter of February 14th to which was attached three copies of a claim filed with your office by the Miller Lumber Company against Coast Blacktop Paving Company for materials furnished on State Highway Contract No. 4196.

The amount of the claim is $1,121.42 and bears your file No. 3484.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:mdm 2/16

NOTED ON CARD

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

Feb. [illegible], 1955

Mr. R. H. [illegible], [illegible]
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed notice of claim by [illegible] Lumber Company, [illegible] in the sum of [illegible], against [illegible] Company, [illegible], and The Saint Paul Mercury Indemnity Company, Surety, for the work on contract [illegible] City of Salem, our File No. [illegible].

We [illegible] for your information and files. Kindly acknowledge receipt of same.

Very truly yours,

EARL T. NEWBRY
Secretary of State

By Geo C Stephens
Clerk
Records Division

[illegible]
Enc.

RECEIVED
FEB 16 1955
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
jl

THE MILLER LUMBER COMPANY
128 OREGON AVENUE
BEND, OREGON

February 11, 1955

To: The Secretary of State
State of Oregon
Salem, Oregon

Notice hereby is given the undersigned, The Miller Lumber Company, has a claim for the following amounts of concrete pipe:

Date	Memo.	Material			Cost
5-29-54	5108	90 Ft. Irrigation Pipe	1.00	ea.	90.00
5-29-54	5109	92 pcs. 12" x 36" Irri.	1.00	per ft.	276.00
6-3-54	5123	32 pcs. 8" x 36" Irri.	.57	per ft.	54.72
6-15-54	5161	49 " 18" x 36" "	1.55	" "	227.85
6-17-54	5168	50 " 18" x 36" "	"	" "	232.50
7-14-54	5233	24 pcs. 18" x 36" "	1.55	per ft.	111.60
		1 - 18" Bend 45°			10.60
		4 - 18" Y's	10.60	ea.	42.40
7-19-54	5252	48 pcs. 18" x 36" Irri.	1.55	per ft.	223.20
July 27 -	Cash			366.00	
9-10-54	5300	47 pcs. 18" x 36" Irri.	1.55	per ft.	218.55
				Balance	1121.42

in the sum of $1121.42 against the bond taken from Coast Blacktop Paving Company, Post Office Box 770, Bend, Oregon and furnished by The Saint Paul Mercury Indemnity Company through Lumbermens Insurance Agency, 118 Oregon Avenue, Bend, Oregon for the work on contract #4196, the City of Condon grading and paving job.

Done by order of the Board of Directors, with the seal of said corporation, this 11th. day of February 1955

THE MILLER LUMBER COMPANY (Seal)

Executed in the presence of:

William E. Miller
Florence G. Palmer

H. A. Miller, President

Sarah H. Miller
Sarah H. Miller, Secretary

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, this 11th. day of February 1955

Florence G. Palmer
Notary Public for State of Oregon

My Commission expires May 23, 1957

File No 3404
FILED
FEB 1 1955
EARL T. NEWBRY

FEB 18 1955

311-170

4196

Lewis 9

February 17, 1955

Hon. Earl T. Newbry
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Thank you for your letter of February 15th to which was attached three copies of a claim filed with your office by Feenaughty Machinery Company against Coast Blacktop Paving Company on Contract No. 4196 and against Stephens and Carnes Construction Company on Contract No. 4197.

The claim is in the sum of $3,976.22 and bears your file No. 3485.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:mdm 2/16

NOTED ON CARD

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

[illegible], [illegible]

Mr. [illegible], [illegible]
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

[illegible] taken from Coast [illegible] Co., Principal and General Casualty Company of America, Surety for work on the [illegible] Unit of the [illegible] Creek-[illegible] Highway, Contract No. [illegible], our file No. [illegible].

We are enclosing three copies for your information and files. Kindly acknowledge receipt of same.

Very truly yours,

Earl T. Newbry
Secretary of State

By Leo A Stephens
Clerk
Records Division

[illegible]
Enc.

RECEIVED
FEB 16 1955
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD

FEB 17 1955

311 1701

4196

February 17, 1955

General Casualty Company of America
209 S. W. Fourth Avenue
Portland, Oregon

St. Paul Mercury-Indemnity Co.
Northwest Branch Office
Mills Building
San Francisco 4, California

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by Feenaughty Machinery Company against Coast Blacktop Paving Company on Contract No. 4196 for grading and paving in Condon and against Stephens and Carnes Construction Company on Contract No. 4197 for work on the Rock Creek Baker County Road. The total amount of the claim is $3,976.22 covering equipment rental, repairs and freight on these two contracts. The claim, however, does not state how much is applicable to each of the contracts.

We provide this information as your company appears as surety on one of these contracts.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAG:mdm 2/16
Attach.

cc - Lumbermens Insurance Agency

Coast Blacktop Paving Co.

Stephens and Carnes Construction Co.

NOTED ON CARD

FEB 18 1955

311-1701
4196

February 16, 1955

Feenaughty Machinery Company
112 S. E. Belmont Street
Portland 14, Oregon

Attention: Mr. D. J. Feenaughty

Gentlemen:

This is to acknowledge receipt of your letter of February 14 in which you present a claim in the amount of $3,976.22 against Stephens and Carnes for equipment rental, repair parts and freight furnished to them in connection with our Contracts Nos. 4196 and 4197. Your letter also states that you have no way of knowing how much of this claim pertains to each of these two contracts.

State Highway Contract No. 4196 was awarded to Coast Blacktop Paving Company for grading and paving the highway and city streets in the city of Condon. The St. Paul-Mercury Indemnity Company through Lumbermens Insurance Agency, 118 Oregon Avenue, Bend, furnished the bond for this contract. It is our understanding that Stephens and Carnes operated as subcontractors on this project which was completed September 17 and accepted by the Commission on October 28, 1954.

State Highway Contract No. 4197 was awarded to Stephens and Carnes Construction Company for grading and oil mat surfacing on the East Unit, Rock Creek-Haines Section of the Rock Creek Baker County Road. The General Casualty Company of America through Rober Cross, 111 East Broadway, Eugene, furnished the bond for this project. It is anticipated that the contract will be completed sometime in the early summer of this year.

As you may know, these bonds are furnished to assure completion of the work and payment of all bills incurred in the contracts. To protect your claim against the bond for a period longer than six months following completion of the contracts and acceptance by the Commission, you should file your claim with the Secretary of State, which, we note, you have done by a carbon copy addressed to us.

Baldock

RECEIVED
FEB 21 1955
FOR FILING

311-1401
4196

Feenaughty Machinery Company

112 S. E. Belmont Street
Portland 14, Oregon

February 14, 1955

Oregon State Highway Department
Salem, Oregon

Gentlemen:

Notice is hereby given that the undersigned, Feenaughty Machinery Co., has a claim for rental of equipment, repair parts, and return freight in the sum of $3976.22. Our claim is against Stephens and Carnes and the surety: General Casualty Company of America.

Stephens and Carnes were sub-contractors under Coast Blacktop Paving Co. of Bend, Oregon on job #4196 near Condon. They were the contractors on job #4197 called the East unit of the Rock Creek-Haines Highway. The General Casualty Company of America bonded both jobs.

We rented a Bay City shovel and hoe which started on the Condon job and was also used on the Haines job. We rented a LeRoi compressor which was used on the Condon job and we presume also on the Haines job. We rented a dragline boom which was used on the Haines job. Repair parts which were used up on the job were furnished to both jobs. Return freight is claimed as per our rental agreements.

COPY

We have no way of knowing when any of the equipment was taken from one job to another, but we know when the equipment left our place of business and when it was returned or available for return.

Our claims are as follows:

Rental of Bay City shovel and hoe. May 26, 1954 to Dec. 22, 1954 6 months @ $500.00 per month	$3,000.00
Rental of dragline boom Aug. 12, 1954 to Dec. 22, 1954 4-1/3 months @ $100.00 per month	433.33
LeRoi compressor July 13, 1954 to Dec. 22, 1954 6-1/3 months @ $100.00 per month	633.33

NOTED
State Highway Engineer

Repair parts	176.66
Return freight on Shovel	616.51
Return freight on dragline boom	47.61
Return freight on compressor	68.78
Total	$4,976.22
Less amount paid	1,000.00
	$3,976.22

Yours very truly,

FEENAUGHTY MACHINERY CO.

/s/ D. J. Feenaughty
President

DJF fg

cc: Secretary of State
General Casualty Co. of America

COPY

FEB 18 1955

311-1701
4196

February 16, 1955

General Casualty Company of America
209 S. W. Fourth Avenue
Portland, Oregon

St. Paul-Mercury Indemnity Co.
Mills Building
San Francisco 4, California

Gentlemen:

We have received a letter from Feenaughty Machinery Company, 112 S. E. Belmont Street, Portland 14, in which they state they have a claim against Stephens and Carnes Construction Company in the amount of $3976.22. This claim is for equipment rental, repair parts and equipment freight furnished on Contracts Nos. 4196, awarded to Coast Blacktop Paving Company for work on the highway and city streets in Condon, and 4177, awarded to Stephens and Carnes Construction Company for work on the East Unit, Rock Creek-Haines Section of the Rock Creek Baker County Road. Their letter states that although the equipment was used by Stephens and Carnes as subcontractors on 4196 and as principal contractors on 4177, they have no way of knowing just what amount is applicable to each contract.

This information is furnished because your company appears as surety on the performance bond furnished with one of the contracts mentioned above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAG:mln 2/15

cc - Lumbermens Insurance Agency
118 Oregon Avenue
Bend, Oregon

Stephens & Carnes Construction Co.
P. O. Box 448
Junction City, Oregon

Coast Blacktop Paving Co.
Bend, Oregon

FEB 18 1955

311-1701
4196

February 16, 1955

Hon. Earl T. Newbry
Secretary of State
Capitol

Attention: Mr. Geo. C. Stephens

Dear Sir:

Thank you for your letter of February 11th to which was attached three copies of a claim filed with your office by Farman and Harris against Coast Blacktop Paving Company for materials furnished on Contract No. 4196. The claim is in the sum of $453.38 bears your file No. 3483.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:mdm 2/15

NOTED ON CARD

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

[illegible]

4196

[illegible]

Dear Sir:

[illegible]

[illegible]

Very truly yours,

[illegible]

Gus C Stevens

[illegible]

[illegible]

NOTED ON CARD

C. W. HARRIS

TELEPHONE 73

PARMAN & HARRIS
BUILDING MATERIAL • FUEL

Condon, Oregon Feb. 10, 1955.

Secretary of State,
Salem, Oregon.

Gentlemen;- Notice is hereby given that the undersigned Parman & Harris of Condon, Oregon has a claim for material furnished Shockman & Sons, sub-contractors to Coast Blacktop Paving Co., P. O. Box 770, Bend, Oregon on contract No. 4196 in the sum of Four Hundred Fifty Three 38/100 Dollars ($453.38) against the bond given by The Saint Paul Mercury Indemnity Co. through their agent Lumbermen's Insurance Agency, 118 Oregon St., Bend, Oregon for material furnished for work on grading and paving highway and City streets in Condon, Oregon.

Payment for said has not been made.

Parman & Harris,
C. W. Harris
C. W. Harris, Manager.

OF STATE
RECEIVED
FEB 11 1955
EARL T. NEWBRY

File No. 3483

FILED
FEB 11 1955
EARL T. NEWBRY
SECRETARY OF STATE

NOTED ON CARD

FEB 18 1955

811-1701
4196

February 16, 1955

St. Paul-Mercury Indemnity Co.
Northwest Branch Office
Mills Building
San Francisco 4, California

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by Parman and Harris against Shockman and Sons who acted as subcontractors to Coast Blacktop Paving Company on Contract No. 4196 for grading and paving the highway and city streets in the city of Condon. The claim is for materials furnished in the sum of $453.38.

This information is furnished as your company appears as surety on the performance bond furnished with this contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdm 2/15
Attach.

cc - Lumbermens Insurance Agency
118 Oregon Avenue
Bend, Oregon

Coast Blacktop Paving Co.
P. O. Box 770
Bend, Oregon

NOTED ON CARD

RECEIVED
FEB 14 1955
FOR FILING

11-1701

1

9

February 14, 1955

Mr. G. Cyrus Bishop, Agent
The Aetna Casualty & Surety Co.,
324 Yeon Building
Portland 4, Oregon

Dear Sir:

This is in reply to your letter of February 11th concerning work performed by Stephens & Carnes Construction Company on a contract in Condon.

It is our understanding that Stephens & Carnes operated as sub-contractors to the Coast Blacktop Paving Company, who was awarded our contract #4196 for grading and paving the highway and city streets in the City of Condon in Gilliam County.

The St. Paul-Mercury Indemnity Company, through the Lumbermens Insurance Agency, 118 Oregon Avenue, Bend, Oregon, furnished the performance bond for this contract.

The job was completed September 17 and accepted by the State Highway Commission on October 28, 1954.

Very truly yours,

OREGON STATE HIGHWAY COMM.

Secretary

FAQ:dc

ÆTNA-IZER
G. CYRUS BISHOP
"THERE IS HONOR AMONG THIEVES"
324 YEON BUILDING PORTLAND 4, OREGON
OFFICE CA 9111 HOME: GA. 4461

February 11, 1955

State Highway Commission,
Salem, Oregon.

Re: Stephens & Carnes Construction Co.

Gentlemen:

The above firm took a contract from you last summer for a project near Condon, Oregon. Would you be so kind as to advise us as to:

(1) The exact title of the project.
(2) The name of the surety.
(3) The official date of acceptance by your Commission.

Thank you,

G Cyrus Bishop

GCB:H G. Cyrus Bishop

[illegible]

RECEIVED
FEB 14 1955
OREGON
STATE HIGHWAY COMMISSION

THE ÆTNA CASUALTY & SURETY COMPANY
Affiliate of
THE ÆTNA LIFE INSURANCE COMPANY THE STANDARD FIRE INSURANCE COMPANY
THE AUTOMOBILE INSURANCE COMPANY OF HARTFORD, CONNECTICUT, U. S. A.

L-759

FEB 18 1955

311-1701

4196

Williams

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

Feb. 14, 1955

NOTED
W. C. WILLIAMS

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of this day, a notice of claim by The Miller Lumber Company, for concrete pipe in the sum of $1121.42, against the bond taken from Coast Blacktop Paving Company, Principal, and The Saint Paul Mercury Indemnity Company, Surety, for the work on contract #4196 for grading and paving the City of Condon, our file No. 3464.

We are enclosing three copies for your information and files. Kindly acknowledge receipt of same.

COPY

Very truly yours,

EARL T. NEWBRY
Secretary of State

By /s/ Geo. C. Stephens

Clerk
Records Division

NF:M
Enc.

RECEIVED
FEB 21 1955
FOR FILING

311-12
4196

Bullock

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

Feb. 11, 1955

Mr. H. B. Glaisyer, Secretary
State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of today a notice of claim by Parman & Harris for material furnished in the sum of $453.38 against the bond taken from Coast Blacktop Paving Co. Principal, and The Saint Paul Mercury Indemnity Co., Surety, for material furnished for work on grading and paving highway and city streets in Condon, Oregon, our file No. 3483.

We are enclosing three copies for your information and files. Kindaly acknowledge receipt of same for our records.

Very truly yours,

EARL T. NEWBRY
Secretary of State

By /s/ Geo. C. Stephens

Clerk
Records Division

NF:M
Enc.

(Contract No. 4196)

TED
State Highway Engineer

COPY

FEB 17 1955

311-1701

4196

February 10, 1955

Hon. Earl T. Newbry
Secretary of State
Capitol

Attention: Mr. Geo. C. Stephens

Dear Sir:

Thank you for your letter of February 9th to which was attached three copies of a claim filed with your office by F. L. Crooks and Company against Stephens and Carnes for material furnished to them on State Highway Contracts Nos. 4196 and 4197. The claim is in the sum of $619.95 plus $21.10 interest and bears your file No. 3480.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FA:mdm

NOTED ON CARD

Feb. 18, 1955

311-2 1
4196

C
O
P
Y

February 10, 1955

Saint Paul-Mercury Indemnity Co.
Northwest Branch Office
Mills Building
San Francisco 4, California

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by P. L. Crooks and Company, Inc., against Stephens and Carnes in the sum of 619.95 plus $21.10 interest. This claim is against Contract No. 4196, awarded to the Coast Blacktop Paving Company for work on the highway and city streets in Condon, and also against Contract No. 4197, awarded to Stephens and Carnes Construction Company for work on the East Unit, Rock Creek-Haines Section of the Rock Creek Baker County Road. The claim as filed does not state how much is due on each of these contracts.

It is our understanding that Stephens and Carnes Construction Company operated as subcontractors under Coast Blacktop Paving Company on Contract No. 4196. Stephens and Carnes Construction Company were the principal contractors on Contract No. 4197.

We provide this information as your company appears as surety on the performance bond furnished with Contract No. 4196.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdm
Attach.

cc - Lumbermens Insurance Agency
118 Oregon Avenue
Bend, Oregon

Coast Blacktop Paving Co.
Post Office Box 770
Bend, Oregon

Feb. 18 - 1955.

[illegible]

C
O
P
Y

February 10, 1955

General Casualty Company of America
209 S. W. Fourth Avenue
Portland, Oregon

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by P. L. Crooks and Company, Inc., against Stephens and Carnes in the sum of $619.95 plus $21.10 interest. This claim is against Contract No. 4196, awarded to the Coast Blacktop Paving Company for work on the highway and city streets in Condon, and also against Contract No. 4197, awarded to Stephens and Carnes Construction Company for work on the East Unit, Rock Creek-Haines Section of the Rock Creek Baker County Road. The claim as filed does not state how much is due on each of these contracts.

It is our understanding that Stephens and Carnes Construction Company operated as subcontractors under Coast Blacktop Paving Company on Contract No. 4196. Stephens and Carnes Construction Company were the principal contractors on Contract No. 4197.

We provide this information as your company appears as surety on the performance bond furnished with Contract No. 4197.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdm
Attach.

cc - Stephens and Carnes Construction Co.
P. O. Box 448
Junction City, Oregon

FEB 18 1955

311-1701
4196

February 9, 1955

The Miller Lumber Company
125 Oregon Avenue
Bend, Oregon

Attention: Mr. William E. Miller

Gentlemen:

This is to acknowledge receipt of your letter of February 7th to which was attached an itemized statement of claim in the amount of $1,121.42 for materials furnished to Stephens and Carnes for work performed in grading and paving the highway and city streets in the city of Condon. This contract, No. 4196, was awarded to Coast Blacktop Paving Company, Post Office Box 770, Bend. The contract was completed September 17th and accepted by the Highway Commission on October 28, 1954.

The Saint Paul-Mercury Indemnity Company through Lumbermens Insurance Agency, 118 Oregon Avenue, Bend, furnished the bond for this contract, which bond is given to assure completion of the project and the payment of all labor and material bills incurred in it.

The State does not recognize subcontractors on a job but looks to the principal contractor for the satisfactory completion of the project and the payment of all bills. We understand that Stephens and Carnes acted as subcontractors on this job.

If you wish to protect your claim against the bond for a period longer than six months following completion and acceptance of the contract, it is suggested that you file your claim with the Secretary of State. We have attached excerpts from the Oregon Laws outlining the necessary procedure for such a filing. In the meantime, your claim will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

NOTED ON CARD

FAQ:mdm
Attach.

THE MILLER LUMBER COMPANY
135 OREGON AVENUE
BEND, OREGON

February 7, 1955

Mr. H. B. Glaisyer
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Please accept this letter as notice of our claim in the amount of $1,121.42 against Stephens and Carnes Construction Co., P. O. Box 448 Junction City, Oregon and Coast Blacktop Paving, P. O. Box 770, Bend, Oregon for concrete pipe we furnished on Contract #4196 (the City of Condon grading and paving job) which was awarded to Coast Black Top Paving and which was formally completed October 28, 1954.

As we charged all of our material direct to Stephens and Carnes Construction Co. and as it is our understanding that this company is now defunct, we intend this letter to be legal notice of our lien in the amount of $1,121.42 for material furnished to Stephens and Carnes on contract #4196. If it is necessary for us to complete certain legal forms or supply additional information to further validate this claim, we would appreciate learning of this in the near future.

Enclosed is a copy of Stephens and Carnes Construction Co. account for the Condon job, #4196.

We trust this matter will be properly channeled and receive immediate attention.

Very truly yours,

THE MILLER LUMBER COMPANY

By William E. Miller
William E. Miller

WEM:fp

Notification:

Coast Blacktop Paving, Bend, Oregon
General Casualty - Seattle, Wash.
St. Paul Mercury Indemnity Co.
% Lumberman's Insurance Agency
Bend, Oregon

RECEIVED
8 1955
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD

STEPHENS AND CARNES CONSTRUCTION CO. ACCOUNT
WITH THE MILLER LUMBER COMPANY
CONTRACT #4196 - City of Condon, Oregon

Date	Memo.	Material		Cost
5 - 29 - 54	5103	90 Ft. [illegible]	1.00 ea.	90.00
5 - 29 - 54	5109	92 pcs. 12" x 36" Irri.	1.00 per ft.	275.00
6 - 3 - 54	5123	32 pcs. 6" x 36" Irri.	.57 per ft.	54.72
6 - 15 - 54	5143	49 " 12" x 36" "	1.55 " "	227.85
6 - 17 - 54	5168	50 " 12" x 36" "	" " "	232.50
7 - 14 - 54	5233	24 pcs. 12" x 36"	1.55 per ft.	111.60
		1 - 12" Bend 45°		10.60
		4 - 12" Y's	10.60 ea.	42.40
7 - 19 - 54	5258	48 pcs. 12" x 36" Irri.	1.55 per ft.	223.20
July 27 -	Cash		300.00	
8 - 10 - 54	530[illegible]	47 pcs. 12" x 36" Irri.	1.55 per ft.	218.55
			Balance	1121.42

FEB 18 1955

311-1701
4116

February 9, 1955

Saint Paul-Mercury Indemnity Co.
Northwest Branch Office
Mills Building
San Francisco 4, California

Gentlemen:

We have received a statement of claim from the Miller Lumber Company, 125 Oregon Avenue, Bend, in the amount of $1,121.42. This claim is for materials furnished to Stephens and Carnes Construction Company for work performed on State Highway Contract No. 4116 which was awarded to Coast Blacktop Paving Company for grading and paving the highway and city streets in Condon. It is our understanding that Stephens and Carnes acted as subcontractors on this job.

This information is furnished as your company appears as surety on the performance bond furnished for this contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdm

cc - Lumbermens Insurance Agency
118 Oregon Avenue
Bend, Oregon

Coast Blacktop Paving Co.
P. O. Box 779
Bend, Oregon

NOTED ON CARD

RECEIVED
FEB 8 1955
FOR FILING
311-1.01
4196

Lewis

February 7, 1955

Hon. Earl T. Newbry
Secretary of State
Capitol

Attention: Mr. Geo. C. Stephens

Dear Sir:

Thank you for your letter of February 3 to which was attached three copies of a claim filed with your office by Standard Oil Company of California against Coast Blacktop Paving Company in the sum of $89.73. This claim is for petroleum products furnished on Contract No. 4196, your file No. 3479.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:mdm

NOTED ON CARD

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

Feb. [illegible], 1965

Mr. H. B. Glaisyer, Secretary
State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Koerner, Young, McColloch & Dezendorf, attorneys, Portland, and filed [illegible] notice of claim by Standard Oil Company of California, in the amount of [illegible].73 against the bond taken from Coast [illegible] Paving Company, [illegible], and General Casualty Company of America, surety, in connection with the construction of a storm sewer and street paving [illegible], Oregon under Contract No. 4196 of the Oregon State Highway Commission, our file No. 3479.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

EARL T. NEWBRY
Secretary of State

By Geo C Stephens
Clerk

NF:M
Enc.

RECEIVED
FEB 7 1965
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD

RECEIVED
FEB 8 1955
FOR FILING

311-171
4196

File — Lewis

February 7, 1955

St. Paul-Mercury Indemnity Co.
Northwest Branch Office
Mills Building
San Francisco 4, California

Gentlemen:

We have today received a copy of a claim filed with the Secretary of State by Standard Oil Company of California against Coast Blacktop Paving Company. The claim is in the sum of [illegible]9.73 for petroleum products supplied to Stephens and Carnes, a subcontractor to Coast Blacktop Paving Company on Contract No. 4196 for grading and paving the highway and city streets in the city of Condon. A copy of the claim is attached.

This information is provided as your company appears as surety on the performance bond furnished with this contract.

Very truly yours

ORFGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdm

cc - Lumbermens Insurance Agency
118 Oregon Avenue
Bend, Oregon

Coast Blacktop Paving Co.
P. O. Box 770
Bend, Oregon

NOTED ON CARD

KOERNER, YOUNG, McCOLLOCH & DEZENDORF
ATTORNEYS AT LAW
800 PACIFIC BUILDING
PORTLAND 4, OREGON
BEACON 8191

ANDREW KOERNER
CLARENCE J. YOUNG
FRANK C. McCOLLOCH
JAMES C. DEZENDORF
FRANK H. SPEARS
JOHN GORDON GEARIN
WILLIAM F. LUBERSKY
HARRY J. DeFRANCO
GEORGE B. CAMPBELL
EDWIN L. GRAHAM
JOHN P. BLEDSOE
JAMES D. TREDUP
HERBERT H. ANDERSON
OGLESBY H. YOUNG
WILLIAM J. MOSHOFSKY
JAMES H. CLARKE
WAYNE HILLIARD
JOSEPH LARKIN
JAMES R. BJORGE
JAMES C. INGWERSEN

DEY, HAMPSON & NELSON
1918 - 1943
HAMPSON, KOERNER, YOUNG & SWETT
1944 - 1947
KOERNER, YOUNG, SWETT & McCOLLOCH
1948 - 1950

February 2, 1955

REGISTERED MAIL - RETURN
RECEIPT REQUESTED

Honorable Earl T. Newbry,
Secretary of State,
State of Oregon,
Salem, Oregon.

Re: Standard Oil Company of California

Dear Mr. Newbry:

We are transmitting herewith the written executed claim of Standard Oil Company of California in the amount of $89.73 against the bond taken from Coast Blacktop Paving Company as principal and General Casualty Company of America as surety in connection with the construction of a storm sewer and street paving work in Condon, Oregon under Contract No. 4196 of the Oregon State Highway Commission.

A copy of this letter and an executed counterpart of the claim is being sent to the Oregon State Highway Commission.

Very truly yours,

Koerner Young, McColloch & Dezendorf

Enclosure

✓ cc - Oregon State Highway
Commission - Salem
(by registered mail)

RECEIVED
1955
STATE HIGHWAY COMMISSION

REFERRED TO
BY SECRETARY

NOTICE OF CLAIM

To the State of Oregon and its State Highway Commission:

NOTICE IS HEREBY GIVEN that Standard Oil Company of California has a claim in the amount of Eighty-nine Dollars and Seventy-three Cents ($89.73), together with interest thereon at the rate of 6% per annum from September 1, 1954 against the bond taken from Coast Blacktop Paving Company of Bend, Oregon, on which bond the General Casualty Company of America is surety and which bond was taken in connection with the construction of a storm sewer connection and street paving in Condon, Oregon, Contract No. 4196.

The claim of Standard Oil Company of California is based upon materials, namely, petroleum products supplied and delivered by it to Stephens & Carnes, a subcontractor of Coast Blacktop Paving Company on said work, and the said materials were supplied to Stephens & Carnes in the performance of the contract in connection with which said bond was taken.

Dated at Portland, Oregon this 31st day of January, 1955.

STANDARD OIL COMPANY OF CALIFORNIA

By ______________________
Regional Credit Manager

RECEIVED
FEB 8 1955
FOR FILING

211-1721
4196

February 7, 1955

Parman & Harris
Condon, Oregon

Attention: Mr. C. W. Harris

Gentlemen:

This is in reply to your letter of February 4 concerning the status of your claim against State Highway Contract No. 4196, awarded to Coast Blacktop Paving Company for grading and paving the highway and city streets in the city of Condon.

Our records show that your claim was filed with us on December 17 in the amount of $453.38 against Shockman and Sons, who, we understand, performed work for Stephens and Carnes who in turn acted as subcontractors to Coast Blacktop Paving Company, the general contractor. Shockman and Sons have filed a claim in the amount of $3,510.00 which we believe includes the amount that they owe you.

The St. Paul-Mercury Indemnity Company, whose agent in this case is Lumbermens Insurance Agency, 118, Oregon Avenue, Bend, have requested that the sum of $3,510.00 plus ten per cent be retained until the amounts of the various claims can be accurately determined and settlement made. At this time we are withholding the amount as requested by the surety.

It is our understanding that there is some difference of opinion between Shockman and Sons and Stephens and Carnes as to the amount payable to Shockman and Sons. It is also our understanding that negotiations are underway toward a settlement on this claim, but we cannot give you any definite date as to when your claim may be paid.

RECEIVED
FEB 8 1955
FOR FILING

311-1701

February 7, 1955

Parman & Harris
Condon, Oregon

Attention: Mr. C. W. Harris

Gentlemen:

This is in reply to your letter of February 4 concerning the status of your claim against State Highway Contract No. 4196, awarded to Coast Blacktop Paving Company for grading and paving the highway and city streets in the city of Condon.

Our records show that your claim was filed with us on December 17 in the amount of $453.38 against Shockman and Sons, who, we understand, performed work for Stephens and Carnes who in turn acted as subcontractors to Coast Blacktop Paving Company, the general contractor. Shockman and Sons have filed a claim in the amount of $3,510.00 which we believe includes the amount that they owe you.

The St. Paul-Mercury Indemnity Company, whose agent in this case is Lumbermens Insurance Agency, 118, Oregon Avenue, Bend, have requested that the sum of $3,510.00 plus ten per cent be retained until the amounts of the various claims can be accurately determined and settlement made. At this time we are withholding the amount as requested by the surety.

It is our understanding that there is some difference of opinion between Shockman and Sons and Stephens and Carnes as to the amount payable to Shockman and Sons. It is also our understanding that negotiations are underway toward a settlement on this claim, but we cannot give you any definite date as to when your claim may be paid.

We note that you have not yet filed your claim with the Secretary of State. To protect your claim for a period longer than six months following completion and acceptance of this project, which dates are September 17 and October 28, 1954, respectively, you should file your claim with the Secretary of State. We again attach an excerpt from the Oregon Laws outlining the procedure for making such a filing.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAO:mdm
Attach.

C. W. HARRIS

TELEPHONE 711

PARMAN & HARRIS
BUILDING MATERIAL • FUEL

Condon, Oregon Feb. 4, 1955.

Attention;
Mr. Glaisyer

State Highway Commission,
Salem, Oregon.

Gentlemen;- We have our claim against Shockman & Sons filed with your body and would like to know the status of the account and if you can tell us how soon we may expect payment.

Thanks.

Yours very truly,
Parman & Harris,
H. Harris

RECEIVED
FEB 7 1955
OREGON
STATE HIGHWAY COMMISSION

REFERRED TO
[illegible]

RECEIVED
FOR FILING

511-1701
4196

Williams

THE MILLER LUMBER COMPANY
125 Oregon Avenue
Bend, Oregon

February 7, 1955

NOTED
W. C. WILLIAMS

Mr. H. B. Glaisyer
Oregon State Highway Commission
Salem, Oregon

Copy

Dear Sir:

Please accept this letter as notice of our claim in the amount of $1,121.42 against Stephens and Carnes Construction Co., P. O. Box 448 Junction City, Oregon and Coast Blacktop Paving, P. O. Box 770, Bend, Oregon for concrete pipe we furnished on Contract #4196 (the City of Condon grading and paving job) which was awarded to Coast Blacktop Paving and which was formally completed October 28, 1954.

As we charged all of our material direct to Stephens and Carnes Construction Co. and as it is our understanding that this company is now defunct, we intend this letter to be legal notice of our lien in the amount of $1,121.42 for material furnished to Stephens and Carnes on contract #4196. If it is necessary for us to complete certain legal forms or supply additional information to further validate this claim, we would appreciate learning of this in the near future.

Enclosed is a copy of Stephens and Carnes Construction Co. account for the Condon job, #4196.

We trust this matter will be properly channeled and receive immediate attention.

Very truly yours,

THE MILLER LUMBER COMPANY

By /s/ William E. Miller
William E. Miller

WEM:fp

Notification:

Coast Blacktop Paving, Bend, Oregon
General Casualty - Seattle, Wash.
St. Paul Mercury Indemnity Co.
% Lumberman's Insurance Agency
Bend, Oregon

RECEIVED
FEB 8 1955
FOR FILING

311-1701
4196

Williams 8

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

Feb. 3, 1955

NOTED
W. C. WILLIAMS

Mr. H. B. Glaisyer, Secretary
State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Koerner, Young, McColloch & Dezendorf, attorneys, Portland, and filed as of this date a notice of claim by Standard Oil Company of California, in the amount of $89.73 against the bond taken from Coast Blacktop Paving Company, principal, and General Casualty Company of American, surety, in connection with the construction of a storm sewer and street paving work in Condon, Oregon under Contract No. 4196 of the Oregon State Highway Commission, our file No. 3479.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours

EARL T. NEWBRY
Secretary of State

By /s/ Geo. C. Stephens
Clerk

COPY

NF:M
Enc.

25
Lewis

RECEIVED
FEB 4 1955
FOR FILING

311-1701
417

February 2, 1955

St. Paul-Mercury Indemnity Co.
Northwest Branch Office
Mills Building
San Francisco 4, California

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by Armco Drainage and Metal Products, Inc., against Coast Blacktop Paving Company. The claim, which is in the sum of $407.06, is for galvanized culvert pipe furnished on Highway Contract No. 4196 awarded to Coast Blacktop Paving Company for work on the highway and city streets in the city of Condon.

This information we provide as your company appears as surety on the performance bond furnished for this contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAG:mdw
Attach.

cc - Lumbermens Insurance Agency
118 Oregon Avenue
Bend, Oregon

Coast Blacktop Paving Company
P. O. Box 770
Bend, Oregon

FILE NO. 3477

ARMCO DRAINAGE & METAL PRODUCTS, INC.

NORTH PACIFIC DIVISION

2321 S. E. GLADSTONE STREET ARMCO PORTLAND 2, OREGON

January 28, 1955

State of Oregon
Secretary of State
Salem, Oregon

Gentlemen:

Notice hereby is given that the undersigned, Armco Drainage & Metal Products, Inc., has a claim for Galvanized Corrugated Copper Bearing Steel Riveted Pipe in the sum of four hundred and seven dollars and sixteen cents($407.16) against the bond taken from Coast Blacktop Paving Company and St. Paul Mercury Indemnity Company for the work of grading and paving the highway and city streets in the City of Condon, Oregon, Oregon State Highway Contract No. 4196.

ARMCO DRAINAGE & METAL PRODUCTS, INC.

F. W. GIBSON
Vice President

Duran B. Soulsme

SECRETARY OF STATE
RECEIVED
JAN 31 1955
EARL T. NEWBRY

FILED
JAN 31 1955
EARL T. NEWBRY
SECRETARY OF STATE

RECEIVED
JAN 31 1955
FOR FILING

211-171
1117

January 28, 1955

Peterson, Clark & Peterson
Attorneys at Law
227 S. E. Byers
Pendleton, Oregon

Attention: Mr. Edward Joel Clark

Gentlemen:

Responding to your request of January 26, 1955, I enclose for your information a certified copy of the subcontract agreement consummated on the 20th day of May, 1954 between Coast Blacktop Paving Company and Stephens and Carnes with respect to construction of the Condon (Highway and City Streets) Grading and Paving Project in Gilliam County, State Highway Contract 4196.

The original of this document is on file in the Office of the Construction Engineer of the State Highway Department. Apparently there was no bond involved. There is no charge for this service.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

Encl.

RALEY PETERSON
EDWARD J. CLARK
C. A. PETERSON

PETERSON, CLARK & PETERSON
Attorneys at Law
227 S. E. Byers
PENDLETON, OREGON

January 26, 1955

Mr. H. B. Glaisyer
Secretary of Oregon
State Highway Commission
Salem, Oregon

Re: Shockman & Sons Property #4657
Contract #4196

Dear Mr. Glaisyer:

I note that under the terms of the above contract that Stephens and Carnes as subcontractors under Coast Blacktop Paving Co. should have had a written subcontract which may possibly be filed with your office or with the office of the State Engineer. If this is the case, and if it is possible for you to do so, I would appreciate a certified copy of this subcontract, and any bond which might have been incident thereto.

If there is a charge for this service please bill this office.

Thank you very much.

Very truly yours,

PETERSON, CLARK, CLARK & PETERSON

Edward Joel Clark
Edward Joel Clark

id

ANSWERED
H. B. GLAISYER

RECEIVED
[illegible]

FORM E-30 25M 9-51 92319

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
June 22, 1954

SUBJECT:

To:

Mr. H. G. Smith
Construction Engineer
Salem, Oregon

Dear Mr. Smith:

We are submitting to you, attached, five copies of the Sub-Contract Agreement between the Coast Blacktop Paving Company and Stephens & Carnes, covering Items 1 to 11 inclusive, on the Condon (Highway & City Streets) Project, Contract No. 4196, Gilliam County.

The unit price on some of the items on this sub-contract appear to be a little low, but since Stephens & Carnes are apparently qualified contractors, we are recommending approval of the sub-contract.

Very truly yours,

/s/ E. G. Bickmore

E. G. Bickmore
Ass't Division Engineer

EGB:fd

6-23-54
APPROVED
/s/ Edwin A. Pease
Const. Office Engr.

STATE OF OREGON)
) ss
County of Marion)

I, H. B. Glaisyer, Secretary of the Oregon State Highway Commission, do hereby certify that the attached copy of Sub-Contract Agreement between the Coast Blacktop Paving Company and Stephens & Carnes, relative to State Highway Contract No. 4196, has been compared by me with the original thereof as received and filed in the records of the Construction Division of the Oregon State Highway Commission, Salem, Oregon, and that the said copy is a true and correct copy of the said original and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Oregon State Highway Commission this 28th day of January, 1955.

Secretary
OREGON STATE HIGHWAY COMM.

THIS AGREEMENT, made and entered into this 20 day of May, 1954 by and between Coast Blacktop Paving Co., party of the first part, and Stephens & Carnes party of the second part: WITNESSETH:

THAT, WHEREAS, the said party of the first part did, under date of May 20, 1954, enter into a contract with the State of Oregon through its State Highway Commission for the construction of the following described work, to-wit:

Condon (Highway and City Streets) Grading & Paving

which said contract is known and designated as State Highway Contract No. 4196, and which said contract, in so far as it pertains to the work described herein, is hereby expressly made a part of this Agreement as though fully and completely recited herein; and

WHEREAS, under the laws, rulings and regulations governing State Highway construction projects it is necessary that all subcontracts carry the same stipulations, limitations and provisions governing wages, hours of employment, methods of prosecuting work, and all other requirements, limitations and things pertinent thereto as in the principal contract set forth; and

WHEREAS, the said first party now deems it advisable to subcontract a portion of the work included in the said State Highway Contract No. 4196 for which the said first party is principal contractor.

NOW, THEREFORE, the premises being in general as above stated, it is hereby contracted and agreed; that the party of the first part will sub contract the following items to the firm of Stephens & Carnes

Structural Excavation Unclassified	$ 4.00	$1,880.00
General excavation Unclassified	.90	2,367.00
12-inch Corrugated Metal Pipe	3.00	480.00
8-inch Sewer pipe	1.00	100.00
12-inch Sewer Pipe	1.80	684.00
18-inch Sewer Pipe	3.00	2,370.00
Extra for installing pipe under pavement	1.00	790.00
Concrete Catch Basins	100.00	700.00
Concrete Man Holes	250.00	250.00
Concrete Curbs	60.00	2,760.00
Coarse Material in Base	1.25	5,375.00

It is further expressly stipulated and agreed that the party of the second part will conduct and prosecute the work hereinabove described in a manner satisfactory to the Engineer, and in strict accordance with the plans. and specifications therefore, and that each and every requirement of the said Contract No. 4196 governing hours of employment, wage rates, methods of prosecuting the work, and each and every other requirement, stipulation or thing therein set forth and pertinent to the work herein described shall govern the prosecution of the work under this subcontract as though herein fully set forth.

IN WITNESS WHEREOF we have hereunto set our hands and seals this 8 day of June, 1954.

COAST BLACKTOP PAVING CO.

Its By /s/ H. J. Curl, Jr.
Party of the First Part

Stephens & Carnes Const. Co.
/s/ Charles B. Stephens
Its /s/ H. N. Carnes
Party of the Second Part

6-23-54 APPROVED
Edwin A. Pease
Const. Office Engr.

RECEIVED
JAN 31 1955
FOR FILING

311 [illegible]
419

January 26, 1955

St. Paul Mercury Indemnity Co.
Northwest Branch Office
Mills Building
San Francisco 4, California

Gentlemen:

A letter has been received from Armco Drainage and Metal Products, Inc., 2321 S. E. Gladstone Street, Portland 2, stating that they have a bill against Stephens and Carnes in the amount of $407.16. This claim is for corrugated steel pipe furnished on a state highway contract in the city of Condon. Apparently, the contract to which they refer is No. 4196 awarded to Coast Blacktop Paving Company for grading and paving the highway and city streets in the city of Condon. It is our understanding that Stephens and Carnes operated as subcontractors on this project.

We provide this information as your company appears as surety on the performance bond furnished with Contract No. 4196.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ndm

cc - Lumbermens Insurance Agency
118 Oregon Avenue
Bend, Oregon

Coast Blacktop Paving Co.
P. O. Box 770
Bend, Oregon

Stephens and Carnes Construction Co.
P. O. Box 448
Junction City, Oregon

NOTED ON CARD

Liens

RECEIVED
JAN 31 1955
FOR FILING

[illegible]
[illegible]

January 26, 1955

Armco Drainage and Metal Products, Inc.
2321 S. E. Gladstone Street
Portland 2, Oregon

Attention: Mr. Duran B. Souls

Gentlemen:

This is in reply to your letter of January 24 concerning your claim for corrugated steel pipe furnished on a state highway contract in the city of Condon.

The only state highway contract in Condon in recent months is Contract No. 4196 awarded to Coast Blacktop Paving Company for grading and paving the highway and city streets in the city of Condon. Stephens and Carnes may have been acting as subcontractors on this project, but the State does not recognize subcontractors as the principal contractor under his bond is held responsible for completion of the project and payment of all bills incurred in the job. St. Paul Mercury and Indemnity Company through Lumbermens Insurance Agency, 118 Oregon Avenue, Bend, furnished the performance bond for this contract which was completed September 17 and accepted by the Highway Commission on October 28, 1954.

If you wish to protect your claim against the bond for a period longer than six months following completion of the contract and acceptance by the Commission, it is suggested that you file your claim with the Secretary of State. For your convenience we have attached another listing of excerpts from the Oregon Laws outlining the procedure for filing this claim. In the meantime, we will note your claim in our records and we will advise the surety and the contractor that it has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

NOTED ON CARD
gl

FAQ:mdm
Attach.

ARMCO DRAINAGE & METAL PRODUCTS, INC.

NORTH PACIFIC DIVISION

2321 S. E. GLADSTONE STREET ARMCO PORTLAND 2, OREGON

January 24, 1955

4196

[illegible]

State of Oregon
Director of Highways
Oregon State Highway Commission
Salem, Oregon

AFFADAVIT

Gentlemen:

This firm furnished Galvanized Corrugated CB Steel Riveted Pipe in the amount of $407.16, as described by the enclosed copy of our invoice 7490, to the firm of Stephens and Carnes for use on a contract with the Oregon State Highway Department described as Condon Highway and City Streets Section, Gilliam County.

Payment for this material has not been received, despite repeated demands, and therefore we feel we must resort to action on the bond. Will you please furnish us with the material necessary to take action, as I wish to be sure we file on the correct contract. It was my understanding that Stephens & Carnes were sub-contractors for this work under Coast Blacktop Paving Co., Contract 4196, but after talking with Mr. Haun of St. Paul Mercury Indemnity Co. I am not so certain. Check of the material against the contract specification will clarify this matter, I am sure.

This affadavit and letter is sent to you in reply to and in compliance with the brochure, "Excerpts from Chapter 279 Oregon revised statutes Relating to public contracts" which Mr. Glayser very considerately sent to me on January 14, 1955.

Very truly yours,

ARMCO DRAINAGE & METAL PRODUCTS, INC.

Duran B. Souls

Credit Supervisor
North Pacific Division

Duran B. Souls:me

Encl.

COPY

FORM E-129X 37,500

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

RECEIVED
[illegible]
FOR FILING
211-1201
4116

January 20, 1955

Mr. Fred H. Humphrey, Ass't. Manager
Accounting Division
Secretary of State
Salem, Oregon

NOTED
H. B. GLAISYER

Dear Sir:

We have been instructed by the surety for the Coast Blacktop Paving Co. to retain the amount of $3,861.00 from the amount due for work performed by this contractor under State Highway Contract No. 4196. This retained amount is for possible costs of a claim against a subcontractor but reverts to the prime contractor.

It was expected that these claims would be settled without delay and we would be able to release a warrant in the amount of $4,845.88 in final settlement of this contract. It now appears that the adjustment may require some time. We wish to help the contractor as much as possible and would like to release the excess of the amount we are required to retain. We are returning Warrant No. 110395 dated December 9, 1954 payable to the Coast Blacktop Paving Co. in the amount of $4,845.88. Will you please cancel this warrant and issue one in its place in the amount of $3,861.00 payable to the Coast Blacktop Paving Co. We are also enclosing our claim bearing No. 21695-A in the amount of $984.88 also in favor of the Coast Blacktop Paving Co., for the balance due of the original amount. Upon receipt of these new warrants, we will retain the former until release is authorized by the contractor's surety and will deliver the latter, smaller warrant, to the contractor immediately.

Your cooperation in this procedure is greatly appreciated.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: CHMaison
C. H. Maison
Auditor

DBT:wm
cc: H. B. Glaisyer ✓

NOTED
FLOYD QUERY

REFERRED TO
Query - Mrs Lewis -
to note

Form A-150 10M 3-54

INVOICE

Oregon State Highway Department

Salem, Oregon

RECEIVED
JAN 10 1955
ENGINEER
COUNTY & CITY RELATIONS

NOTED

Invoice No. 37127

Date January 7, 1955

Your Req. No.

Billing Request No. CC-[illegible]

Credit distribution: 31[illegible]-295

City of Condon
Condon, Oregon

Attn: Edwin [illegible] Morgan, Recorder

Agreed City of Condon's share of 1953 Special City Allotment project costs for grading on Oregon, Well and East Streets. Covered by agreement dated April 2, 1954. City to pay all costs in excess of $15,000.00.

NOTED
J. F. HAGLMANN

	Advance Deposit		5,200.00
Total Cost		20,464.63	
Less Agreed State Share		15,000.00	5,464.63
	Amount Due		$ 264.63

By

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:mm
Att.

NOTED
J. F. HAGLMANN

1-6-54

J.W.C.

Robt Eaton of Condon writes re our letter of Jan 4 advising him of the additional payment required from the city. The city council figures everything was OK except the item of $3,320 for Engineering [illegible]. So the council wants a letter of explanation of why the Engineering was so high. Mr. Eaton thinks that $3,300 for engineering & preliminary survey on a [illegible] is pretty high.

Mayor & Member said now OK

Harold contacted Condon
1-11-54

NOTED

NOTED
Harold C. Ayers

4, 1955

NOTED
J. W. CATTRALL

Special City Allotment project
eets in Condon are now available
the total costs, as shown in the
.63.

sit made by the City for this
of $264.63 is due the State from
ount will be forwarded by our
next seven to ten days.

truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:mm
Att.

NOTED
J. F. HAGEMANN

NOTED
Harold C. Ayers

January 4, 1955

Mr. Robert Leisi
City Recorder
Condon, Oregon

NOTED
J. W. CATTRALL

Dear Sir:

Final costs on the Special City Allotment project on Oregon, East, and Well Streets in Condon are now available and the agreed City share of the total costs, as shown in the attached statement, is $5,464.63.

As the initial deposit made by the City for this project was $5,200, a balance of $264.63 is due the State from the City. A bill for this amount will be forwarded by our Accounting Division within the next seven to ten days.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:mm
Att.

NOTED
J. F. HAGLMANN

OREGON STATE HIGHWAY DEPARTMENT
ITEMIZED STATEMENT OF FINAL COSTS
CONDON CITY ALLOTMENT PROJECT
CONTRACT #4196
GRADING AND PAVING ON OREGON, WELL, AND EAST STREETS
December 14, 1954

PAYMENTS TO CONTRACTOR

	Item	Quantity		$	Total
1.	Structural Excavation, unclassified	37.0	c.y.	$ 4.00	$ 148.00
2.	General Excavation, unclassified	608.5	c.y.	0.90	547.65
3.	12" Corrugated metal pipe	204	l.f.	3.00	612.00
4.	8" Sewer pipe	18	l.f.	1.00	18.00
11.	Coarse material in base	2791	c.y.	1.25	3,488.75
12.	3/4"-0" material in base & shoulders	870	c.y.	4.50	3,915.00
13.	Sprinkling	12.6	M/gal.	4.00	50.40
14.	3/4"-0" material in binder course	49	c.y.	5.00	245.00
15.	MC-2 Asphalt in binder course	7.95	tons	60.00	477.00
16.	Class B Asphaltic concrete	691.27	tons	11.00	7,603.97

SUBTOTAL CONTRACT ITEMS	$17,105.77
Construction Engineering.......................	2,520.00
Survey...	838.86 ✓
TOTAL Cost ~~AMOUNT OF CONTRACT~~	$20,464.63
Less Agreed State Share	15,000.00
	$ 5,464.63
Less City's Advance Share	5,200.00
BALANCE DUE FROM CITY	$ 264.63

Lewis

RECEIVED
JAN 4 - 1955
FOR FILING

211-1991
417

January 4, 1955

Hon. Earl T. Newbry
Secretary of State
Capitol

Attention: Mr. Geo. C. Stephens

Dear Sir:

Thank you for your letter of December 31st to which was attached three copies of a claim filed with your office by Shockman and Sons against Coast Blacktop Paving Company. This claim is in the amount of $3,510.00 for work done on Contract No. 4196, your file No. 3472.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:mdm

NOTED ON CARD

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

December 31, 1954

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from E. W. Barnes, Attorney at Law, First Street & Gladys Avenue, Post Office Box 956, Hermiston, Oregon and filed as of this date, a notice of claim by Shockman & Sons, a co-Partnership consisting of Leon Shockman, Arthur Shockman, Donald Shockman and Joe Shockman, for labor and materials furnished in the performance of the prosecution of work provided for in the sum of $3,510.00 in Oregon State Highway Contract No. 4196 on the Condon (Highway and City Streets) Section, against the bond taken from H. J. Curl, Sr. and H. J. Curl, Jr., co-partners doing business under the firm name and style of Coast Blacktop Paving Co., principal and Saint Paul Mercury Indemnity Co., surety.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

EARL T. NEWBRY
Secretary of State

By
Clerk, Records Divsion

NF:K
Enc.

RECEIVED
JAN 4 1955
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 4 - 1955
FOR FILING

311 - 1701

January 4, 1955

St. Paul-Mercury Indemnity Co.
Northwest Branch Office
Mills Building
San Francisco 4, California

Gentlemen:

Attached is a copy of a claim filed with this office by Shockman and Sons against Coast Blacktop Paving Company for work performed on our Contract No. 4196 for grading and paving on the highway and city streets in the city of Condon, Gilliam County. The claim is in the amount of $3,510.00 for the installation of curbs, catch basins and a manhole cover. Apparently the work was performed for Stephens and Carnes who were subcontractors to Coast Blacktop Paving Company.

We provide this information as your company appears as surety on the performance bond furnished for this contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAG:mdm
Attach.

cc - Coast Blacktop Paving Co.
P. O. Box 770
Bend, Oregon

Lumbermens Insurance Agency
118 Oregon Avenue
Bend, Oregon

NOTED ON CARD

December 29, 1954

Hon. Earl T. Newbry
Secretary of State
State of Oregon
Salem, Oregon

Dear Sir:

Herewith find enclosed original of Notice of Claim filed on behalf of Shockman & Sons, a Co-Partnership consisting of Leon Shockman, Arthur Shockman, Donald Shockman, and Joe Shockman, who have a claim f labor and materials furnished in the performance of the prosecution of work provided for in Oregon State Highway Contract No. 4196 on the Condon (Highway and City Streets) Section, being in the sum of $3,510.00.

This Notice of Claim is being presented to you for filing under Section 279.528 ORS.

Very truly yours,

E. W. Barnes

fl
cc: Oregon State Highway Commission
Salem, Oregon
Coast Blacktop Paving Co.
2305 Awbrey Road (P. O. Box 770)
Bend, Oregon
Charles B. Stephens and H. N. Carnes
P. O. Box 448
Junction City, Oregon
Saint Paul Mercury Indemnity Co.
Lumbermens Insurance Agency
118 Oregon Avenue
Bend, Oregon

RECEIVED
DEC 31 1954
[illegible]
STATE HIGHWAY COMMISSION

NOTICE OF CLAIM

TO: THE STATE OF OREGON, acting by and through its State Highway Commission:

NOTICE IS HEREBY GIVEN, That the undersigned firm, known and doing business as Shockman & Sons, composed of Leon Shockman, Arthur Shockman, Donald Shockman and Joe Shockman, has a claim for the contract price and reasonable value of labor performed and materials furnished in the performance of and prosecution of work provided for in Oregon State Highway Contract No. 4196 on the Condon (Highway and City Streets) Section, wherein H. J. Curl, Sr. and H. J. Curl, Jr. were contractors with the State of Oregon for the performance of said work and furnishing of the materials hereinafter described and Charles B. Stephens and H. N. Carnes, partners, were subcontractors under said contractors and Shockman & Sons were subcontractors under said Stephens and Carnes as partners, for the furnishing of the materials and performance of labor, as follows:

(1) 1,400 lineal feet of curbing as per said contract at $2.25 per lineal foot	$3,150.00
(2) One manhole cover installation at . . .	100.00
(3) Seven catch basins for a total of . . .	260.00
	$3,510.00

in the sum of Three Thousand Five Hundred Ten Dollars against the bond taken from H. J. Curl, Sr. and H. J. Curl, Jr, co-partners doing business under the firm name and style of Coast Blacktop Paving Co. at 2305 Awbrey Road, P. O. Box 770, Bend, Oregon, as principal and Saint Paul Mercury Indemnity Co., a Delaware Corporation, duly authorised to do business in the State of Oregon, as surety, for the work of:

Installing 1,400 lineal feet of curbing as per said Contract at $2.25 per lineal foot

Installing one manhole cover

Installing seven catch basins

That said Shockman & Sons furnished said labor and materials under the said subcontract hereinabove mentioned, at the special instance and request of Charles B. Stephens and H. N. Carnes, a co-partnership, who were subcontractors with and under H. J. Gurl, Sr. and H. J. Curl, Jr., doing business as Coast Blacktop Paving Co. to do and perform the labor and furnish the materials above described. That said contract price was likewise the reasonable value of said labor and materials. That said contract was completed in September, 1954, and the State of Oregon acting by and through its Oregon State Highway Commission duly accepted said contract as completed and performed by its affirmative action on October 28, 1954, and this Notice is given within six months of said date.

DATED this 29th day of December, 1954.

SHOCKMAN & SONS, A Co-Partnership
composed of Leon Shockman, Arthur
Shockman, Donald Shockman, and Joe
Shockman.

By Joe Shockman
Joe Shockman, member of partnership

STATE OF OREGON)
) ss.
County of Umatilla)

I, Joe Shockman, being first duly sworn, depose and say:

That I am a member of said partnership of Shockman & Sons, who are the claimants named in the foregoing Notice of Claim; that I am duly authorized to sign and have signed and executed said Notice; that I know the contents of said Notice of Claim and have knowledge of the facts therein set forth, and that the same is in all respects true and correct and contains a true statement of claimants' demands and the amount due claimants after deducting all just credits and offsets.

Joe Shockman
Joe Shockman

Subscribed and sworn to before me this 29th day of December, 1954.

Ew Barnes
Notary Public for Oregon

My Commission Expires: April 26, 1956

RECEIVED
JAN 3 - 1955
FOR FILING

311-[illegible]
4196

Lewis

December 28, 1954

Parman & Harris
Condon, Oregon

Attention: Mr. C. W. Harris

Gentlemen:

This is in reply to your note of December 24th to which you had attached a copy of the claim that you have filed with the Lumbermens Insurance Agency who furnished the performance bond to Coast Blacktop Paving Company on our Contract No. 4196.

As far as we know, the statement you have submitted to the surety appears to be adequate, but we do suggest that if you feel it necessary to protect your claim for a period longer than six months following completion and acceptance of the contract, you also file your claim with the Secretary of State. Attached are excerpts from the Oregon Laws outlining the necessary procedure.

This contract was completed September 17 and accepted by the Commission on October 28, 1954.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdm
Attach.

RECEIVED
JAN 3 - 1955
FOR FILING

311-771
417

Lewis

December 28, 1954

Parman & Harris
Condon, Oregon

Attention: Mr. C. W. Harris

Gentlemen:

This is in reply to your note of December 24th to which you had attached a copy of the claim that you have filed with the Lumbermens Insurance Agency who furnished the performance bond to Coast Blacktop Paving Company on our Contract No. 4196.

As far as we know, the statement you have submitted to the surety appears to be adequate, but we do suggest that if you feel it necessary to protect your claim for a period longer than six months following completion and acceptance of the contract, you also file your claim with the Secretary of State. Attached are excerpts from the Oregon Laws outlining the necessary procedure.

This contract was completed September 17 and accepted by the Commission on October 28, 1954.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdm
Attach.

C. W. HARRIS

TELEPHONE 722

PARMAN & HARRIS
BUILDING MATERIAL • FUEL

Condon, Oregon Dec. 24, 1954.

Attention; Mr. H. B. Glaisyer.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen;- We are enclosing a copy of claim filed with the Lumbermen's Insurance Agency of Bend to thom we have mailed the original. We would like to know if this is sufficient to assure us of payment of our claim.

Yours very truly,
Parman & Harris,
C.W.Harris

RECEIVED
[illegible] 7 1954
OREGON
STATE HIGHWAY COMMISSION

C. W. HARRIS

TELEPHONE 723

PARMAN & HARRIS
BUILDING MATERIAL • FUEL

Condon, Oregon Dec. 24, 1954.

Attention; Mr. H. B. Glaisyer.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen;- We are enclosing a copy of claim filed with the Lumbermen's Insurance Agency of Bend to thom we have mailed the original. We would like to know if this is sufficient to assure us of payment of our claim.

Yours very truly,
Parman & Harris,

C.W. Harris

RECEIVED
[illegible] 7 1954
OREGON
STATE HIGHWAY COMMISSION

Dec. 24, 1954.

Oregon State Highway Department,
Salem, Oregon.

Gentlemen;- Notice is hereby given that the undersigned Parman & Harris has a claim for material furnished Shockman & Sons, sub-contractors to Coast Blacktop Paving Co., P. O. Box 770, Bend Oregon on contract No. 4196 in the sum of Four Hundred Fifty Three 38/100 Dollars (453.38) against the bond given by The St. Paul Mercury Indemnity Co. through their agant Lumbermen's Insurance Agency, 118 Oregon St., Bend, Oregon for material furnished for work on grading and paving highway and city streets in Condon, Oregon.

Payment of said claim has not been made.

Parman & Harris,
C.W. Harris
C. W. Harris, manager.

RECEIVED
[illegible] 7 1954
[illegible]
STATE HIGHWAY COMMISSION

RECEIVED
DEC 28 1954
FOR FILING

311 - 1761
41

December 23, 1954

Parman and Harris
Condon, Oregon

Attention: Mr. C. W. Harris.

Gentlemen:

Your letter of December 17th to which was attached your statement of materials furnish to Shockman and Sons has been forwarded to this office for reply. Apparently, the project to which you refer is our Contract No. 4196 awarded to Coast Blacktop Paving Company, Post Office Box 770, Bend, for grading and paving the highway and city streets in the city of Condon. This contract was completed September 17th and accepted by the Highway Commission on October 28. Final payment, however, has not yet been made.

The St. Paul Mercury Indemnity Company through their agent, Lumbermens Insurance Agency, 118 Oregon Avenue, Bend, furnished the performance bond for this contract, which bond is given to assure satisfactory completion of the contract and payment of bills incurred in it.

It is suggested that you file your claim with the surety, and, also, if you feel that it is necessary to protect your claim against the bond for a period longer than six months following completion of the contract and acceptance by the Commission, it is suggested that you file your claim with the Secretary of State. The procedure for making this filing is outlined in the attached excerpts from pertinent Oregon Laws.

The State Highway Department does not recognize subcontractors on a contract but looks to the principal contractor for satisfactory performance on the job and for the payment of bills.

Your claim will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

C. W. HARRIS

TELEPHONE 722

PARMAN & HARRIS
BUILDING MATERIAL • FUEL

Condon, Oregon Dec. 17, 1954.

State Highway Commission,
Pendleton, Oregon.

Gentlemen;- Some time ago we mailed you an itemized account of material we furnished Shockman & Sons of Hermiston on the Condon Street job and beleive they were subs on the job. The amount of this invlice was $453.38 and as it has not yet been paid we would like to have the assurance our bill is properly filed with you which would assure us we would eventually get our money.

Yours very truly,
Parman & Harris,
CWHarris

Attention Mr. L. H. Prohart
This is in connection with Contract #4196,
Contractor Coast Blacktop Paving Co.
W. S. Hodge

.55 3.10 19 05

Baldock
Stiffler
Williams

Accounting
Bridge
Construction
County & City
Laboratory
Landscape
Legal
Maintenance
Office Engr.
Parks
Permits
Personnel

Radio
Right of Way
[✓ Secretary]
Shops
Signs
Traffic
Travel
Weighmaster
Files
Mail
Division ☐

Att. [illegible]

From SBV

S. P. D. 66699 FORM E-100X 50M 8-53

10-13-54

19

Mr A T Parson

Copy of invoice to Shockman & Sons showing the cost of $1.55 per sack at Condon, to be attached to Price Agreement.

H. S. Hodge

Contract 4196-211-1701

$6.20 per bbl

TELEPHONE 722

		93 00
55		476
90		38 75
55		
30	90	5 55
55	4.65	17 00
00		38 75
55		
55	31 00	54 25
55	23 35	38 75
55		1 05
15		1 01
15		
00	8 16	11 36
10	3.20	
55	18 50	29 35
55	10 85	38 75
55		
55	9 30	
	6 65	19 05
55	3.10	453 38

C. W. HARRIS

Condon, Oregon ____________ 19____

M Sheckman & Sons, Hermiston, Oregon.

IN ACCOUNT WITH

PARMAN & HARRIS

BUILDING MATERIAL
FUEL

TELEPHONE 722

1934 ALL BILLS DUE 10th OF MONTH FOLLOWING DATE OF PURCHASE

Aug.	11	60 sacks cement Cost per sack [illegible]		1.55		93 00
	13	40' 5/8" reindorcing		11.90		476
	16	25 sacks cement		1.55		38 75
	17	3 hanks mason line		.30	90	
		3 sacks cement		1.55	4.65	5 55
	17	200' 1x12 #4 Pine		85.00		17 00
	18	25 sacks cement		1.55		38 75
	20	20 " "		1.55	31 00	
		15 " "		1.55	23 35	54 25
	24	25 " "		1.55		38 75
	24	7# #12 tie wire		.15		1 05
	25	6-3/4# do		.15		1 01
	25	6 pcs 1x12-16 Pine	96	85.00	8 16	
		4 2x4-12 Com. Fir	32	.10	3.20	11 36
	27	12 sacks cement		1.55	18 50	
		7 " "		1.55	10 85	29 35
	30	25 " "		1.55		38 75
	31	6 " "		1.55	9 30	
		1 yard sand			6 65	
		2 sacks cement		1.55	3.10	19 05
						453 38

Mail to;
Mr. W. S. Hodge,
Resident Engineer,
Pendleton, Oregon.

RECEIVED
DEC 24 1954
FOR FILING

311-1701
41

December 23, 1954

St. Paul-Mercury Indemnity Co.
Northwest Branch Office
Mills Building
San Francisco 4, California

Gentlemen:

We have received a statement from Farman and Harris indicating that Shockman and Sons of Hermiston owe them $453.38 for cement, reinforcing steel, lumber and other materials furnished during the months of August on State Highway Contract No. 4196 which was awarded to Coast Blacktop Paving Company for grading and paving on highway and city streets in the city of Condon. Apparently, Shockman and Sons operated as subcontractors on this job.

This information is provided as your company appears as surety on the bond for this contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdm

cc - Lumbermens Insurance Agency
118 Oregon Avenue
Bend, Oregon

Coast Blacktop Paving Co.
P. O. Box 770
Bend, Oregon

RECEIVED
[illegible]
FOR FILING
311-1901
4196

Bullock

PARMAN & HARRIS

Condon, Oregon Dec. 17, 1954

State Highway Engineer
State Highway Engineer

State Highway Commission
Pendleton, Oregon.

Gentlemen;- Some time ago we mailed you an itemized account of material we furnished Shockman & Sons of Hermiston on the Condon Street job and beleive they were subs on the job. The amount of this invlice was $453.38 and as it has not yet been paid we would like to have the assurance our bill is properly filed with you which would assure us we would eventually get our money.

Yours very truly,
Parman & Harris,

/s/ C. W. Harris

Attention: Mr. S. H. Probert

This is in connection with Contract #4196, Contractor, Coast Blacktop Paving Co.

/s/ W. S. Hodge

COPY

RECEIVED
JAN 21 1955
FOR FILING

311-701

OREGON STATE HIGHWAY DEPARTMENT
(date)
December 20, 1954

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
4196	6-Final	Coast Blacktop Paving Co.	
(VOUCHER NO.)	**(WARRANT NO.)**	**(AMOUNT)**	**(DATE)**
25495	B-110685	$ 978.07	12/17/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION
Ruth Rawlings

Specified Completion Date: Aug. 31, 1954

Time Extensions: to Sept. 17, 1954 without penalty

Completion Date: Sept. 17, 1954

Date Accepted: Oct. 28, 1954

Penalties: None of record

Claims: A claim ~~is~~/on file in this office by Shockman & Sons for labor and materials in the amount of $3,510.00.

Remarks:

Date: 1-20-55

To the Accounting Division:

Release of the above warrant is hereby authorized, together with a portion of Estimate No.5 on condition that we still retain $3,510.00 (amount of Shockman & Sons' claim against Stephens & Carnes,subcontractors) plus 10% of $3,510.00, a total of $3,861.00, as requested by the Surety on the bond furnished by Coast Blacktop Paving Co.

H. B. Glaisyer
Secretary

HBGlaisyer

Warrant ~~Mailed:~~ Delivered JAN 20 1955
Ruth Rawlings

FORM A-67
STATE PRINTING

OREGON STATE HIGHWAY DEPARTMENT

REQUEST FOR TRANSFER OR CORRECTION OF COST DISTRIBUTION

NOTED
Harold C. Ayers

FROM: S. H. Probert

Salem OREGON

TO: ACCOUNTING DIVISION—

DATE 12-15-54

PLEASE Transfer THE FOLLOWING ITEMS WHICH WERE ORIGINALLY CHARGED ON
(TRANSFER, CORRECT)

Contract No. 4196, Prefix 311-1701 NO. DATE 1954
(INDICATE NAME OF ORIGINAL DOCUMENT)

Condon, Highway and City Street Section
(IF VENDOR'S INVOICE, WRITE NAME AND ADDRESS ON THIS LINE)

QUANTITY	UNIT	DESCRIPTION	CHARGE		CREDIT	
			DISTRIBUTION	AMOUNT	DISTRIBUTION	AMOUNT
		Construction Charges (Contract Payment)	11-1601-287	14,810 95	311-1701-287	14,810 95
		Adjustment of Sewer Lines	11-1601-233	154 42	311-1701-233	154 42
		Engineering Charges ($4,702.10)46.7%	11-1601-900	2,195 88	311-1701-900	2,195 88
		TOTAL		17161 25		17161 25

NOTED
J. F. HAGEMANN

REASON FOR THIS REQUEST: To transfer to Account No. 11-1601, State portion of construction and engineering charges from Contract No. 4196. Charges are prorated, books show all charges against prefix 311-1701.

APPROVED: S H Probert DIVISION ENGINEER

APPROVED: STAFF ENGINEER

PREPARED BY: D B Parker ~~CLERK~~

APPROVED: DISTRICT MAINT. SUPT.

ENTERED ON JOURNAL VOUCHER NO.:

ENTERED BY:

DATE ENTERED:

files

RECEIVED
DEC 1 6 1954
FOR FILING

311 - 4A1
4196

December 13, 1954

St. Paul Mercury Indemnity Company
Pacific Department
200 Mills Building
San Francisco 6, California

Attention: Mr. Alfred Spalding
Bond Department

Gentlemen:

Reference is made to your letter of December 8, 1954 regarding the processing of the semi-final voucher in connection with State Highway Contract 4196, awarded by the State Highway Commission to Coast Blacktop Paving Company. This contract covers the grading and paving of city streets in Condon, Oregon.

A check of our records revealsthat we are still holding the final warrant in connection with this job in the amount of $4,845.88 pursuant to your request of October 20. We shall continue to withhold this payment from the contractor until it is released by you. We cannot make a partial payment to the contractor because we have already received the warrant for the full amount from the Secretary of State who will not cancel it unless an emergency exists, which it appears does not exist in this particular instance.

Our records show the claim of Shockman & Sons to be the only claim filed against this job.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

NOTED
FLOYD QUERY
G.L.

ST. PAUL FIRE and MARINE INSURANCE COMPANY
SAINT PAUL-MERCURY INDEMNITY COMPANY
MERCURY INSURANCE COMPANY

The Saint Paul Companies
SINCE 1853
INSURANCE-LAND-SEA-AIR

PACIFIC DEPARTMENT, 200 Mills Building, SAN FRANCISCO 6, CALIFORNIA, Phone SUtter 1-4022

REFERRED TO Mrs. Lewis
BY SECRETARY
This in answer to your letter of 10/2
HBG

December 8, 1954

Oregon State Highway Department
Salem, Oregon

Attention: Mr. H. B. Glaisyer, Secretary

Re: Bond No. 1741641 - Coast Blacktop Paving Company
Grading, paving of .6 mi. of City Streets, Condon,
Gilliam County, Oregon - Contract No. 4196

Gentlemen:

We are in receipt of your letter of December 2.

According to your letter of October 2, you intended to process a semi-final voucher in the sum of $4845.88 to the warrant stage, and hold the warrant in your office until consent to its release to the contractor was given by this company as surety. We trust that you are still so holding this warrant, as we have not yet been advised that the claim of Shockman & Sons has been satisfied.

If you have no knowledge of any claims against this job other than Shockman & Sons, we have no objection to your releasing funds properly owing the contractor providing that at least the total sum of $3861.00 is withheld, in order to protect the alleged claim of Shockman & Sons until consent to its release is furnished by this company. Withholding the warrant in the sum of $4845.88 will, of course, comply with our request, and is quite satisfactory to us if the contractor has no objection. However, if you wish you may release $984.88 of the sum represented by the warrant in order that there will be a minimum withheld of $3861.00 as requested by us.

Yours very truly,

Alfred Spalding
BOND DEPARTMENT

AS:NC

Warrant being held

RECEIVED
DEC 10 1954
OREGON
STATE HIGHWAY COMMISSION

ANSWERED
H. B. GLAISYER

NOTED
FLOYD QUERY

RECEIVED
DEC 3 - 1954
FOR FILING

December 2, 1954

REGISTERED MAIL

Saint Paul-Mercury Indemnity Co.
Northwest Branch Office
Wills Bldg.
San Francisco 4, Calif.

Gentlemen:

State Highway Contract No. 4196 for work performed on the Condon (Highway & City Streets) Section in Gilliam County was completed by the contractor, Coast Blacktop Paving Co., on September 17 and was formally accepted by the Highway Commission on October 28, 1954.

Final payment in the amount of $978.07 will be released to the contractor on or after December 13, 1954, providing outstanding claim is satisfied and this office advised. The total contract amount is $31,916.72 and no force account work was performed on the project.

There is a claim filed against this project by Shockman & Sons for constructing curbs and catch basins in the sum of $3,510.00. This claim is against Stephens & Carnes, subcontractors, and we previously notified you regarding it on September 21, 1954.

We are sending you this notice as you appear as the surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Lumbermens Insurance Agency
118 Oregon Ave.
Bend, Oregon

[illegible]

12-2-54 gl

NOTED
V. R. [illegible]

November 9, 1954

NOTED
Harold C. Ayers

Mr. Edwin P. Morgan
City Recorder
Condon, Oregon

NOTED
J. W. CATTRALL

NOTED
J. F. HAGEMANN

Dear Sir:

This is to advise you that Contract No. 4196 with Coast Blacktop Paving Company for grading and paving on Oregon, Well, and East Streets in Condon was completed on September 17, 1954.

Under the terms of the agreement between the City and State dated April 2, 1954, the City assumed maintenance of and continued jurisdiction over the above project as of date of completion.

Very truly yours,

R. H. Baldock
State Highway Engineer'

By.

John W. Cattrall
Engineer, County and City Relations

JDG:mm

RECEIVED
NOV 15 1954
FOR FILING

311-1751
4196

November 8, 1954

Coast Blacktop Paving Co.
P. O. Box 770
Bend, Oregon

Gentlemen:

The State Highway Commission at its meeting held on October 28, 1954 had under discussion your request for an extension of time, from August 31, 1954 to September 17, 1954, within which to complete your contract No. 4196, for grading and paving on the Condon (Highway & City Streets) Section in Gilliam County.

We are pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By
Floyd Query, Assistant Secretary

gl

cc: [illegible] F. Larson
Division Engineer

[illegible]
Resident Engineer

H. G. Smith,
Construction Engineer

Lewis

RECEIVED
NOV 4 1954
FOR FILING

311-1961
4196

November 3, 1954

Peterson, Clark, Clark & Peterson
Attorneys at Law
327 SW First Street
Pendleton, Oregon

ATTENTION: Edward Joel Clark

Dear Sir:

Thank you for your letter of October 28th to which was attached an affidavit of claim signed by Joe Shockman against the Coast Blacktop Paving Company on contract No. 4196 in the amount of $3,510.

The contract was completed September 17 and accepted by the Commission on October 28, 1954.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dc

noted

RALEY PETERSON
EDWARD J. CLARK
EDWARD JOEL CLARK
C. A. PETERSON

PETERSON, CLARK, CLARK & PETERSON
ATTORNEYS AT LAW
327 S. W. First Street
PENDLETON, OREGON

October 28, 1954

Oregon State Highway Commission
Salem, Oregon

ATTN: Mr. H. B. Glaisyer, Secretary

Dear Mr. Glaisyer:

Thank you very much for your letter of October 22, 1954, enclosing the certified copy of contract 4196 awarded to Coast Blacktop Paving Company.

Pursuant to your letter enclosed please find the affidavit of Joe Shockman as called for under the terms of O.R.S. 279.524.

Mr. E. W. Barnes, attorney at Hermiston and this office are associating in relation to this claim therefore, please feel free to correspond with either or both of us.

I would appreciate being advised of the official acceptance date on this job. I understand the work was completed September 17, 1954.

Thank you very much for your help and consideratinn in this matter.

Very truly yours,

PETERSON, CLARK, CLARK & PETERSON

Edward Joel Clark
Edward Joel Clark

id

REFERRED TO
BY SECRETARY

AFFIDAVIT

STATE OF OREGON)
: ss.
County of Umatilla)

I, Joe Shockman, being first duly sworn, depose and say: That I am a partner in the firm known and doing business as Shockman & Sons, composed of Leon Shockman, Arthur Shockman, Donald Shockman and myself. That we, as Shockman & Sons, provided labor and materials towards and in relation to the prosecution of work provided for in the State Highway Contract, number 4196, as follows:

(1)	1,400 lineal feet of curbing as per said Contract at $2,25 per lineal foot.	$3,150.00
(2)	One manhole cover installation at	$100.00
(3)	Seven catch basins for a total of	$260.00
	Total	$3,510.00

That $3,510.00 is the reasonable value and contract price of such labor and materials.

That payment of this claim or any part thereof has not been made.

That we began work thereon on or about August 2, 1954, and completed work thereon on or about September 5, 1954. That I have been informed Contract 4196 was completed on or about September 17, 1954.

That we worked on the Contract under Charles B. Stephens and H. N. Carnes, a copartnership, who, I understand, were working under Contract to H. J. Curl, Sr. and H. J. Curl, Jr., dba Coast Blacktop Paving Company.

Joe Shockman

Subscribed and sworn to before me on this 22 day of October, 1954.

Notary Public for Oregon

My Commission Expires: 4-26-58

9

RECEIVED
DEC [illegible] 1954
FOR FILING

ST. PAUL FIRE and MARINE INSURANCE COMPANY
SAINT PAUL-MERCURY INDEMNITY COMPANY
MERCURY INSURANCE COMPANY

The Saint Paul Companies
SINCE 1853
INSURANCE-LAND-SEA-AIR

PACIFIC DEPARTMENT, 200 Mills Building, SAN FRANCISCO 6, CALIFORNIA, Phone SUtter 1-4022

October 26, 1954

311-1701
4196

REFERRED TO [illegible]
BY SECRETARY

NOTED
FLOYD QUERY

Oregon State Highway Department
Salem
Oregon

Attention: H. B. Glaisyer, Secretary

Bond #1741641 - Coast Blacktop Paving Co.,
Contract #4196

Gentlemen:

This will acknowledge your letter of Oct. 22, in response to ours of Oct. 20.

We have no objection to the procedure you propose if it is agreeable to the contractor. Our only concern is that you withhold, in addition to the percentage of withholding which the contract may require, the sum of $3510.00 plus 10% to cover costs in event of litigation, or a total of $3861.00. This requested withhold is, of course, in connection with the asserted claim of Shockman & Sons against a subcontractor to the prime contractor.

Apparently, this job is very nearly complete, if not entirely so. We are attaching our usual status form and will appreciate it if you will have it completed and return it to us for our file.

Thank you for your kind cooperation in this matter.

Yours very truly,

Alfred Spalding
Bond Department

M

NOTED
H. B. GLAISYER

file

RECEIVED
DEC 16 1954
FOR FILING

311-1701
4196

October 22, 1954

Mr. Edward Joel Clark
c/o Peterson, Clark & Peterson
Attorneys at Law
227 S. E. Byers
Pendleton, Oregon

Dear Mr. Clark:

I assume from your letter of October 20, 1954, which I have just received, that you desire a certified copy of State Highway Contract No. 4196, awarded to Coast Blacktop Paving Company, for grading and paving the Condon (Highway and City Streets) Project. The affidavit referred to in O. R. S. 279.524 should be filed with the State Highway Commission. As an accommodation to you, I enclose a certified copy of the above mentioned contract, but will expect you to furnish the affidavit.

You understand, of course, that the filing of the notice of claim of your client should be with the Secretary of State in order to meet the legal requirements.

State Highway Contract No. 4196 is described as grading and paving the Condon (Highway and City Streets) in Gilliam County, Oregon. The bond furnished by the contractor in connection with this job was written by the Saint Paul-Mercury Indemnity Company through the Lumbermens Insurance Agency, 118 Oregon Avenue, Bend, Oregon.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

Encl.

followup

affidavit rec 11-3-54

RALEY PETERSON
EDWARD J. CLARK
C. A. PETERSON

PETERSON, CLARK & PETERSON
Attorneys at Law
227 S. E. Byers
PENDLETON, OREGON

October 20, 1954

Mr. H. B. Glaisyer
Secretary State Highway Dept.
Salem, Oregon

Re: State Highway Contract
No. 4196

Dear Mr. Glaisyer:

Under the provisions of O.R.S. 279.524 it directs that an affidavit be filed or furnished to "the proper officer of the State, County, Municipality or School District under whose direction is being or has been prosecuted". In relation to the above contract I would appreciate being advised of the name and address of such officer as will meet with the requirements of the statute in this case?

I have been working under the assumption that in this instance you are the proper officer of the State, but I note that some of the work was apparently done on City Streets for the City of Condon. I would appreciate it if you could give me any help in further clarifying this matter.

Very truly yours,

PETERSON, CLARK, CLARK & PETERSON

Edward Joel Clark

Edward Joel Clark

id

[illegible]

ANSWERED
H B GLAISYER

RECEIVED
OCT 28 1954
FOR FILING

311-
4196

Mrs Lewis

October 22, 1954

St. Paul-Mercury Indemnity Company
Pacific Department
200 Mills Building
San Francisco 6, California

Attention: Mr. Alfred Spalding
Bond Department

Gentlemen:

In your letter of October 20, 1954, just received, you request that we withhold from contractor Coast Blacktop Paving Company in connection with State Highway Contract No. 4196 the sum of $3,510 plus 10% of such sum, in addition to our normal retained percentage of 3%, because of the claim of Shockman & Sons arising out of this job.

In checking with our Auditor, I find that we are now processing for payment to the contractor a semi-final voucher in the sum of $4,845.88. This voucher was sent to the contractor some time ago, but has not as yet been returned. Our records also disclose a 3% retainage of $956.87.

You have asked us to withhold payment of $3,861 in addition to the retainage, which means that we could only release at this time the sum of $984.88. We believe because of the small amount that we can release to the contractor at this time that we should continue processing the semi-final voucher to the warrant stage and hold the warrant in this office until you release it. This procedure will expedite further payments to the contractor when you have withdrawn your objections.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc
cc: Lumbermens Insurance Agency
118 Oregon Avenue
Bend, Oregon

C. H. Maison (2)

Floyd Query

NOTED ON CARD
10-22-54

Mr. Maison:

I attached a copy of the letter received from the St. Paul-Mercury Indemnity Company for your further information, and you will note therein that the request is for the retaining of the normal retained percentage of 3% to satisfy our purposes, and in addition thereto the sum of $3,510 which is the amount of the claim of Shockman & Sons, plus 10% to cover possible costs. The $3,861 mentioned in their letter is in addition to our customary 3% retainage.

HBG

NOTED ON CARD

10-22-54

ST. PAUL FIRE and MARINE INSURANCE COMPANY
SAINT PAUL-MERCURY INDEMNITY COMPANY
MERCURY INSURANCE COMPANY

PACIFIC DEPARTMENT, 200 Mills Building, SAN FRANCISCO 6, CALIFORNIA, Phone SUtter 1-4022

October 20, 1954

Oregon State Highway Department
Salem, Oregon

Attention: H. B. Glaisyer, Secretary

Re: Bond No. 1741641 - Coast Blacktop Paving Company
Grading & paving of .6 mi. of city streets,
Condon - Contract No. 4196

Gentlemen:

This will acknowledge your letter of October 15 and your prior letter of September 21.

Because of the claim of Shockman & Sons, it is our request, as surety, that you withhold the sum of $3510.00 plus 10% to cover possible costs, from the contemplated payment you propose to make to Coast Blacktop Paving Company on or after October 25, 1954. This will mean that you will retain the normal retained percentage of 3% for your own purposes plus a total of $3861.00 to cover the possible claim of Shockman & Sons.

We request that you withhold the said $3861.00 until further notice to you by this company. As soon as we are informed that the claim has been settled, we will authorize you in writing to release this sum in accordance with our directions at that time.

Yours very truly,

Alfred Spalding
BOND DEPARTMENT

AS:NC
cc - Lumbermens Insurance Agency

RECEIVED
OCT [illegible] 1954
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
10-20-54, S

ACKNOWLEDGED
H. B. GLAISYER

RECEIVED
OCT 15 1954
FOR FILING

311 - 1921
411

October 15, 1954

Saint Paul-Mercury Indemnity Co.
Northwest Branch Office
Mills Bldg.
San Francisco 4, Calif.

Gentlemen:

It is the intention of the State Highway Commission to release to Coast Blacktop Paving Co. a portion of the funds heretofore retained by the Commission on contract No. 4196, covering the Condon (Highway and City Streets) City Street Sections in Gilliam County.

This payment in the amount of $4,845.88 reduces reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $956.87. The present payment will be released on or after October 25, 1954.

There is a claim filed against this project by Shockman & Sons for constructing curbs and catch basins in the sum of $3,510.00, of which you have been previously notified.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Lumbermens Insurance Agency
118 Oregon Ave.
Bend, Oregon

NOTED ON CARD
10-15-54, gl

RECEIVED
OCT 14 1954
FOR FILING

311-1701
[illegible]

October 13, 1954

Mr. F. W. Barnes
Attorney at Law
First Street and Gladys Ave.
Hermiston, Oregon

Dear Mr. Barnes:

This will acknowledge your letter of October 11, 1954 pertaining to State Highway Contract No. 4196.

The information which you requested is as follows.

1. Charles B. Stephens and H. E. Carnes, co-partnership, organized October 12, 1953. Mailing address P. O. Box 448, Junction City, Oregon.
2. Coast Blacktop Paving Company, a co-partnership, conducted by H. J. Curl, Sr. and H. J. Curl, Jr., organized February 1947, with principal office at 2305 Awbrey Road, Bend, Oregon.
3. State Highway Contract No. 4196 reported completed September 17, 1954. not yet accepted by the Commission.

If we may be of further assistance to you in this matter please call on us.

Respectfully yours,

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer,
Secretary

CWH:lt

E. W. Barnes
ATTORNEY AT LAW
FIRST STREET AND GLADYS AVENUE
POST OFFICE BOX 956
Hermiston, Oregon
TELEPHONE 6013

October 11, 1954

Mr. H. B. Glaisyer
Secretary
State Highway Department
Salem, Oregon

Dear Mr. Glaisyer:

Reference is made to your letter under date of September 21, 1954, addressed to Shockman & Sons, General Contractors, Hermiston, Oregon, which letter has been handed me by Mr. Shockman.

In your letter you advise Mr. Shockman that if he feels that it is necessary to protect his claim for a period of more than six months following completion and acceptance of the contract that it is suggested that he file his claim with the Secretary of State.

My purpose in writing you is to determine if you can give me the full names of Stephens and Carnes, subcontractors, and whether or not they are a partnership, or a corporation. Stephens and Carnes are subcontractors under Coast Blacktop Paving Company on State Highway Contract No. 4196, for grading and paving the highway and city streets in the City of Cenden. Could you further advise whether Coast Blacktop Paving Company is an assumed name business conducted by Mr. Curl or a corporation. If it is conducted by Mr. Curl would you kindly give me his full name. If you could give me this information as soon as possible it would be appreciated. I would also like information as to whether or not the contract has been reported as completed.

Very truly yours,

E W Barnes

E. W. Barnes

ANSWERED
H. B. GLAISYER

fl

NOTED
C. W. HEAD

RECEIVED
OCT 6 - 1954
FOR FILING

211 - 17-1

D

October 5, 1954

Oregon State Highway Commission

Request for extension of time
No. 10
October 28 and 29 Meeting

Gentlemen:

Herewith is a request from the Coast Blacktop Paving Company for an extension of time on the Condon Contract No. A196, from August 31, 1954 to September 20, 1954.

This project involved the installation of storm sewers and curbs, and because of the fact that many utilities were encountered, which were not shown on the original plans, the contractor was considerably delayed. He actually completed this contract on September 17, and I recommend that the extension, to and including that date, be granted without penalty.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

cc Mr. H. G. Smith

HGS: fp

RECEIVED
SEP [illegible] 1954
FOR FILING

FORM 830—50M—4-54—74366

311-1901

4196

5331

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 27th, 1954

SUBJECT:

To: Mr. W. C. Williams
Deputy State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

In regard to Assignment #5331, the Coast Blacktop Paving Co. is the contractor on the Condon (Highway and City Streets) job, Contract #4196, and Stephens & Carnes are the subcontractors on the grading, sewer pipe etc. They apparently have relet the curbs and catch basins to Shockman & Sons. We do not have any information on this last contract.

Very truly yours,

H G Smith

H. G. Smith
Construction Engineer

HGS:AR

ASSIGNMENT

Date: **September 27, 1954** No. 5331 By wcw

Description: **Copy of letter of September 18 by Joe Shockman, of Shockman & Sons, regarding road job at Condon under the direction of Mr. Hodge, for which they hold subcontract from Stephens and Carnes. Mr. Shockman states that they presented bill to general contractor and it was flatly turned down.**

Acknowledged by____ Referred to **Smith** ✓

__ Investigate and report with recommendation
__ Such action as necessary and report
__ Comment or recommendation
__ Return with rough draft of reply
__ Prepare reply for signature of Mr.________
__ Contact correspondent and report

Remarks: **Do you have copy of subcontract?**

WCW

PLEASE RETURN TO W. C. WILLIAMS

Executed 9-27-54 Report Received__________

8

MR. Bellock

syor, Secretary

mber 18, 1954

PLEASE RETURN TO W. C. WILLIAMS

NOTED W. C. WILLIAMS

gards to a state road job at Condon,

ction Mr. Hodge the construction

truction of the curbs and catch basins

ral con ractors from Baker, Oregon,

housand Five Hundred and Ten Dollars.

ntract I presented the bill for the full

it down refusing to pay on the grounds

than what they recieved for the job.

They completly ignored the agreement that was made with them.

For my protection and the state's protection I ask that this money be with-held until we recieve a settlement.

The main contract on this job was issued to Coast Blacktop and Paving Company of Bend Oregon. Stephens and Carnes were subcontracters for Coast Blacktop and Paving Co.

Your immediate attention on this matter will be deeply appreciated.

Thankyou.

Yours very truly
Shockman & Sons
General contractors

/s/ Joe Shockman
Joe Shockman

REFERRED TO
Williams
By State Highway Engineer

9

MR Bollock
Secretary

PLEASE RETURN TO
W. C. WILLIAMS

NOTED
W. C. WILLIAMS

September 18, 1954

State Highway Commission
Salem, Oregon

Dear Sir's,

I am writing to you in regards to a state road job at Condon, Oregon which is under the direction Mr. Hodge the construction engineers.

We subcontracted the construction of the curbs and catch basins from Stephens and Carnes, general contractors from Baker, Oregon, for the sum of (3,510) Three Thousand Five Hundred and Ten Dollars.

After completion of my contract I presented the bill for the full amount and they flatly turned it down refusing to pay on the grounds that our bill amounted to more than what they recieved for the job. They completly ignored the agreement that was made with them.

For my protection and the state's protection I ask that this money be with-held until we recieve a settlement.

The main contract on this job was issued to Coast Blacktop and Paving Company of Bend Oregon. Stephens and Carnes were subcontracters for Coast Blacktop and Paving Co.

Your immediate attention on this matter will be deeply appreciated.

Thankyou.

Yours very truly
Shockman & Sons
General contractors

/s/ Joe Shockman
Joe Shockman

REFERRED TO
Williams
By State Highway Engineer

COPY

RECEIVED
SEP 23 1954
FOR FILING

311-1-01
411

Finis

September 21, 1954

St. Paul-Mercury Indemnity Co.
Northwest Branch Office
Mills Building
San Francisco 4, California

Gentlemen:

We have received a letter from Shockman and Sons, Post Office Box [illegible], Arlington, advising that they have a claim in the sum of $3,510 against Stephens and Carnes who acted as subcontractors under Coast Blacktop Paving Company on State Highway Contract No. 4136 for grading and paving the highway and city streets in the city of Condon. They state that their claim is for construction of curbs and catch basins.

This information is provided as your company appears as surety on the performance bond furnished with the contract mentioned.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

[illegible]:swim

cc - Lumbermens Insurance Agency
118 Oregon Avenue
Bend, Oregon

Coast Blacktop Paving Co.
23[illegible] Awbrey Road
Bend, Oregon

Stephens and Carnes
P. O. Box 448
Junction City, Oregon

NOTED ON CARD
9-21-54

RECEIVED
SEP 23 1954
FOR FILING

311-191

[illegible]

September 21, 1954

Shockman & Sons
General Contractors
P. O. Box 916
Hermiston, Oregon

Gentlemen:

We have your letter of September 18th concerning your claim in the amount of $3,510.00 against Stephens and Carnes, subcontractors under Coast Blacktop Paving Company on State Highway Contract No. 4196 for grading and paving the highway and city streets in the city of Condon. This contract has not yet been reported as completed.

Saint Paul-Mercury Indemnity Company through the Lumbermens Insurance Agency, 118 Oregon Avenue, Bend, furnished the bond for this contract, which bond provides for satisfactory completion of the job and payment of all bills incurred in it.

If you feel that it is necessary to protect your claim for a period longer than six months following completion and acceptance of the contract, it is suggested that you file your claim with the Secretary of State. Attached is an excerpt from the Oregon Laws outlining the procedure for such a filing. In the meantime, the claim will be noted in our records and we will advise the contractor and the surety that it has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdm
Attach.

NOTED ON CARD

9-21-54 [illegible]

#41

September 18, 1954

State Highway Commision
Salem, Oregon

Dear Sir's,

I am writing to you in regards to a state road job at Condon, Oregon which is under the direction Mr. Hodge the construction enginere.

We subcontracted the construction of the curbs and catch basins from Stephens and Carnes, general contracters from Baker, Oregon, for the sum of (3,510) Three Thousand Five Hundred and Ten Dollars.

After completion of my contract I presented the bill for the full amount and they flatly turned it down refusing to pay on the grounds that our bill amounted to more than what they recieved for the job. They completly ignored the agreement that was made with them.

For my protection and the state's protection I ask that this money be with-held until we recieve a settlement.

The main contract on this job was issued to Coast Blacktop and Paving Company of Bend Oregon. Stephens and Carnes were subcontracters for Coast Blacktop and Paving Co.

Your immediate attention on this matter will be deeply appreciated. Thankyou.

Yours very truly
Shockman & Sons
General contractors
Joe Shockman
Joe Shockman

RECEIVED
SEP 20 1954
OREGON
STATE HIGHWAY COMMISSION

REFERRED TO
[illegible]
BY SECRETARY

[illegible]

Form E-1—10M

511-1961

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

#17

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending September 18, 1954

Section Condon

Kind of work Grading & Paving

Highway [illegible] & City Streets

Section prefix [illegible]

Contractor Coast Blacktop & Paving Co.

Contract number [illegible]

Date of contract May 20, 1954

Date of completion August 31, 1954

Date work started May 26, 1954

Estimated date of completion September 17, 1954

Amount of contract $ 37,448.40

Per cent of time elapsed 116.5 %

Estimated cost of completed project, exclusive of engineering $ 33,266.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 3,946.61, 137.7 %

Date project was completed Sept. 17, 1954

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Section was not quite completed as of last report of Sept. 11, and some final cleaning and trimming up, was completed September 17, 1954.

NOTED
J. G. SMITH

Signed W. S. Hodge

Address Pendleton

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.56	0.56			0.56
Miles partially completed					
Miles completed	0.56	0.56			0.56
Total estimated quantities	1577	5350			1100
Estimated quantities moved or placed to date	1577	4830			930
Average daily quantities		400			67
Average daily quantities necessary to complete project on time					
Number shifts per day					1
Hours per shift					11
Average force on project for week					9

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., Trucks . ...3......, ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Fair		
Tuesday	Fair		
Wednesday	Cloudy		
Thursday	Rain		
Friday	Rain		
Saturday	Fair		

State Printing

FORM E-30X 37½ 3-54 73730

311-1101

4136

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 2nd, 1954

SUBJECT:

To: Mr. A. F. Parson
Division Engineer
State Highway Department
LaGrande, Oregon

L

W. C. WILLIAMS

Dear Sir:

Laboratory Report No. 339286 on the Condon contract indicates an excess amount of P.I. in the pit-run rock sampled at the quarry.

Please see that this material is not used unless the P.I. situation is corrected.

Very truly yours,

R. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:AR

cc to: W. C. Williams
W. S. Hodge

Form E-61—20M—1-54

OREGON STATE HIGHWAY DEPARTMENT
Materials Division

LABORATORY REPORT

Project	Condon Section			Prefix No.	311-1701
Highway	Highway & City Sts.			County	Gilliam
Contractor	Coast Blacktop Paving Co.	Contract No.	4196	F. A. Project No.	
Submitted by	W. S. Hodge			Date reported	June 28, 1954

REPORT ON SAMPLE OF COARSE AGGREGATE

Source of material 1.1 mi. W. Sta. 3+25, Court St., Condon

Sampled at Quarry

To be used Base Surfacing

Sampled by W. S. Hodge

Date received June 25, 1954

Quantity represented 1000 c.y.

TEST RESULTS

Laboratory No. 339286

Data Sheet No. 34153

Type of material Rock Pit Run

Screen opening: To ¼": Square; ¼" and below: Square:

GRANULOMETRIC ANALYSIS

Retained on Sieve	Per cent Single Sieve	Per cent Accumulative	Per cent Coarse Aggregate
4	0	0	
3	12.9	12.9	
2	12.6	25.5	
1½	17.7	43.2	
1	22.3	65.5	
3/4	8.2	73.7	
1/2	7.3	81.0	
1/4	6.8	87.8	
10	3.6	91.4	
40	3.2	94.6	
P40	5.4	5.4	
Total	100.0		

Abrasion, per cent wear, Los Angeles Rattler		
Specific gravity (Le Chatelier)		
Unit weight, dry rodded, lbs. per cubic foot		
Unit weight, loose, lbs. per cubic foot		
Fineness factor		
Sodium sulfate test, per cent loss		
Asphalt stripping: Natural fines		
Manufactured fines		
Plasticity index: Natural fines	16	%
Manufactured fines		%
Liquid limit: Natural fines	48	%
Manufactured fines		%

RECOMMENDATIONS

Material as represented by this sample is not suitable for use. Excess PI

TEST REPORT DISTRIBUTION:
- Bureau of Public Roads
- x Construction Engineer
- Maintenance Engineer
- Bridge Engineer
- Requisition Office
- x Division Engineer Parson
- x Resident Engineer Hodge
- Dist. Maint. Supt.
- Foreman
- x Files
- x W. C. Williams

NOTED
W. C. WILLIAMS

RECEIVED
JUN 29 1954
OFFICE OF
STATE HIGHWAY ENGINEER

Engineer of Materials

State Printing 73213

RECEIVED
JUN 30 1954
FOR FILING

30-1

4196

June 29, 1954

Coast Blacktop Paving Co.
P. O. Box 770
Bend, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4196, which was awarded to you on May 20 by the State Highway Commission, for grading and paving on the Condon (Highway & City Streets) Section in Gilliam County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
FOR FILING

[illegible]

AGENDA
JUN 23 1954

3a-14

May [illegible], 1954

[illegible]
[illegible]
[illegible]

Gentlemen:

The State Highway Commission on May 12th accepted your proposal for the [illegible] (Highway and City Streets) Grading and Paving Project in Gilliam County for the sum of $35,7[illegible]1 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been satisfied. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. [illegible].

Contract forms are now being prepared and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

By

[illegible], Assistant Secretary

r

cc - Mr. [illegible]
Mr. [illegible]
Mr. [illegible]
Mrs. [illegible] Lewis

E.R

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$
S
E

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206 10-51

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHIP RADIOGRAM	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
May 20, 1954
2:55 p.m.

Coast Blacktop Paving Co.
2305 Aubrey Road
Bend, Oregon

Contract for Condon (Highway and City Streets) Grading and Paving Project in Gilliam County awarded you today. Contract forms follow shortly.

Floyd Query, Assistant Secretary
OREGON STATE HIGHWAY COMMISSION

CC: CONFIRMATION
Accounting (5001-900)
Files
C. W. Hea

Insofar as this office is concerned, this project is now clear for award of a contract.

John W. Cattrall
Engineer, County and City Relations

By

John D. Graham

John D. Graham
Office Engineer

JDG:MM

cc: S. H. Probert

RECEIVED
MAY 25 1954
FOR FILING

4196

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 19, 1954

SUBJECT:

To: Mr. W. C. Williams
OFFICE

NOTED
W. C. WILLIAMS

We have received an advance deposit from the City of Condon in the amount of $5,200 in connection with the Special City Allotment project. A payment of $1,250 for the city's share of the Condon highway project has been in our hands for some time.

Insofar as this office is concerned, this project is now clear for award of a contract.

John W. Cattrall
Engineer, County and City Relations

By

John D. Graham

John D. Graham
Office Engineer

JDG:MM

cc: S. H. Probert

RECEIVED
[illegible]
FOR FILING

FORM E-30 25M 9-51 52315

311-1701

-1196

OREGON STATE HIGHWAY DEPARTMENT
Salem, Oregon
INTER-DEPARTMENT CORRESPONDENCE
May 19, 1954

To: Mr. C. H. Maison
Auditor

SUBJECT:

Attached is Warrant No. 175 in the amount of $5,200 from the City of Condon. The above amount represents the city's share of the total cost of the Special City Allotment project in Condon.

John W. Cattrall
Engineer, County and City Relations

By
John D. Graham

John D. Graham
Office Engineer

JDG:MM
Att.

cc: W. C. Williams
Floyd Query

F. QUERY

May, 18, 1954

Highway Department
County & City Relations
Salem, Oregon

Dear Sir;

Enclosed find warrant for $200.00 for City share of [illegible] Special City Allotment. You will notice this warrant is not signed by the Recorder. [illegible] will [illegible] I have cleared this with the Bank and they will honor the warrant with the 2 signatures.

Yours truly,
James O. Brown
James O. Brown, Mayor
City of Condon

RECEIVED
MAY 19 1954
ENGINEER
COUNTY & CITY RELATIONS

I enclose for your immediate information a copy of the proposal form pertaining to this job for use by you pending receipt of the contract and bond forms. Your attention is particularly called to the paragraphs on page 5 under the heading "Restriction on Commencement of Work."

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By
Floyd Query, Assistant Secretary

mm
Enclosure
cc: H. G. Smith
S. H. Probert
SIAC R. G. Savage

RECEIVED
MAY 13 1954
FOR FILING

311-1701

4/11

May 13, 1954

Coast Blacktop Paving Co.
2305 Awbrey Rd.
Bend, Oregon

Gentlemen:

The State Highway Commission on May 11, 1954 accepted your bid in the amount of $35,731 for Condon (Highway and City Streets) Grading and Paving Project in Gilliam County, which was the low bid received for that job. The Commission referred the bid to the Engineer with authority to award the contract to you as soon as certain conditions have been satisfied.

I enclose for your immediate information a copy of the proposal form pertaining to this job for use by you pending receipt of the contract and bond forms. Your attention is particularly called to the paragraphs on page 5 under the heading "Restriction on Commencement of Work."

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By
Floyd Query, Assistant Secretary

mm
Enclosure
cc: H. G. Smith
S. H. Probert
SIAC R. G. Savage

NOTED
V. R. JONES

May 13, 1954

NOTED
Harold C. Ayers

Mr. Edwin P. Morgan
City Recorder
Condon, Oregon

Dear Sir:

On May 11, 1954, the State Highway Commission received a bid on the Oregon, Well, and East Streets Special City Allotment project in Condon. The bid was made by Coast Black Top Paving Company of Bend, Oregon, and the estimated total cost of the project based on this bid is as follows:

Contract Items	$17,372.00
Engineering and contingencies	2,171.50
Survey	660.00
Total......	$20,203.50

As per the agreement executed by the City and State, the city is to pay all costs in excess of $15,000 and is to make this payment by means of an advance deposit. If the City wishes to proceed with the project, an advance deposit of $5,200 is required. Please make this deposit by means of a certified check made payable to the Oregon State Highway Commission.

Your immediate attention to this matter will be appreciated as a contract cannot be awarded until the deposit is in our hands.

Very truly yours,

R. H. Baldock
State Highway Engineer

NOTED
J. F. HAGEMANN

By

John F. Hagemann
Asst. Engr., County and City Relations

HCA:MM

NOTED
V. R. JONES

~~Mr. W. C. Williams~~
~~Office~~

NOTED
Harold C. A[illegible]

On April 19 contacted Mayor James O. Burns of the City of Cordova regarding additional funds for construction project, under the special city allotment fund for Oregon, [illegible] and East Street.

Mr. Burns says the city does not wish to cut the job down, and will be able to raise $8000.^{00}$ toward the cost. He also stated that if job ran slightly higher they would raise the money some way.

NOTED
J. F. HAGEMANN

See Williams - No Letter Necessary
J. F. H.

FORM E-30 25M 9-51 52319

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 14, 1954

SUBJECT:

To: Mr. W. C. Williams
Deputy State Highway Engineer
OFFICE

Referring to the Condon highway and city street job, bids on which were rejected at the April 1 and 2 meeting, I wish to advise that our estimate of this job is $41,310 which is a fair amount for the project.

Prior to the April Commission meeting, this matter was discussed at considerable length and it was finally decided to reduce the price somewhat as there was a shortage of money for this project, and hope that we slid through.

I recommend that the project be re-advertised, using the amount quoted above as the estimate.

Forr Cooper
Forrest Cooper
Ass't. Construction Engineer

FC:js

41 310
21 827
19 483
1.250
17.233

19.335
2417
21.752
600
22352

Canyon

[illegible]

7-7

Structural Excavation	[illegible]	[illegible]	150.00
General Excavation	[illegible]	[illegible]	[illegible]
12" C.M.P	[illegible] L.F.	[illegible]	[illegible]
Coarse Material in Base	[illegible] C.Y.	[illegible]	[illegible]
[illegible] Material in Base	[illegible] C.Y.	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
Sprinkling	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible] T.	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
			[illegible]
		[illegible]	[illegible]
			[illegible]

On Unit [illegible] work between Walnut and [illegible] Streets on John Day Highway

7/1/[illegible]

RECEIVED
APR 12 1954
FOR FILING

Fin & Acct.
Allocation
To Cities
Condon
[illegible]

April 12, 1954

Edwin P. Morgan, City Recorder
City Hall
Condon, Oregon

Dear Sir:

We are enclosing herewith for the records and files of your City a fully executed copy of an agreement between the State Highway Commission and the City of Condon covering the Special City Allotment project on Oregon Street from Walnut Street to Well Street; Well Street from Oregon Street to East Street; East Street from Well Street to Third Street; a combined distance of approximately 0.33 mile in the City of Condon.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

RECEIVED
APR 13 1954
FOR FILING

Fin & Accts
Allocations
To Cities
Condon

file

To Files #99

Salem, Oregon
April 12, 1954

Mr. John W. Cattrall
City & County Relations Dept.
Office

Attached is a conformed copy of an agreement with the City of Condon covering the Special City Allotment project on Oregon Street from Walnut Street to Well Street; Well Street from Oregon Street to East Street; East Street from Well Street to Third Street; a combined distance of approximately 0.33 mile, in the city of Condon.

The original of the above agreement has been retained in this office for the Commission's files and a fully executed copy has been sent to the City Recorder, Condon, Oregon.

Very truly yours

Secretary

FH
Attach: 1

FORM E-90 2SM 9-51 52318

AGENDA

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 29, 1954

SUBJECT:

To: Mr. W. C. Williams
OFFICE

REFERRED TO
Glaisyer.

Attached are three copies of an agreement covering the Special City Allotment project in Condon. Two copies of the agreement have been executed by the proper city officials and are now ready for presentation to the Highway Commission.

Also, the City of Condon has made an advance deposit of $6,000 which represents the City's approximate share in the project.

John W. Cattrall
Engineer, County and City Relations

By John E. Graham

John D. Graham
Office Engineer

JDG:MM
Att.

December 10, 1953
[illegible]

RECEIVED

A

FORM E-30 25M 9-51 [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

NOTED
V. R. JONES

Salem, Oregon
April 6, 1954

SUBJECT: Advance Deposit Check
Check Receipt No. 1938-A
Check No. M 2495

To:

John F. Hagemann
County & City Relations Division
Salem, Oregon

NOTED
Harold C. A[illegible]rs

Attached please find advance deposit check No. M 2495 for $6,000.00 in favor of the city of Condon.

When transmitting the check to the city please request them to sign and return the attached check receipt form with the invoice copy attached.

There is enclosed an extra copy of the invoice for their files.

Carl F. Smith

Carl F. Smith
Claims supervisor

CFS:mad

Enclosures

cc: H. B. Glaisyer
John Herr

RECEIVED
APR 5 - 1954
ENGINEER
[illegible]

Form A-130 10M 12-52

INVOICE

Oregon State Highway Department

Salem, Oregon

RECEIVED
APR 5 - 1954
ENGINEER
COUNTY & CITY RELATIONS

Invoice No. 33003

City of Condon
Condon, Oregon
Attn: City Recorder Edwin P. Morgan

NOTED
Harold C. Ayers

Date April 5, 1954

Your Req. No.

Billing Request No. CC 73

Credit distribution: None

NOTED
V. R. JONES

Refund of advance deposit made by City of Condon in connection with 1954 Special City Allotment project for paving Oregon, Wall, and East Streets. Bids received were rejected as being too high.

$6,000.00

NOTED
J. F. HAGEMANN

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $

By

Further study will be given these two projects in an effort to bring them within available funds. You will be consulted before any changes are made in the City Allotment project.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John F. Hagemann
Asst. County and City Relations Engineer

JFH:MM
Encl.

cc: Mayor of Condon
Accounting Division

NOTED
V. R. JONES

April 5, 1954

NOTED
Harold G. Ayers

Mr. Edwin P. Morgan
City Recorder
Condon, Oregon

NOTED
J. F. HAGEMANN

Dear Sir:

I am sorry to advise that all bids received for the Condon City Allotment project and for the Condon State Highway project were rejected as being too high. The low bid was 17% over the engineer's estimate and it is standard policy to reject bids which exceed this estimate by more than 10%.

We are refunding by means of the enclosed check the $6,000 advance deposit made by the City in connection with the Special City Allotment project. Please adknowledge receipt by signing the attached yellow sheet and returning it, leaving one copy of the Invoice No. 33003 attached. The second copy of the invoice is for the City's records.

Your payment of $1,250 in connection with the storm sewer construction on the John Day Highway is being retained for the present.

Further study will be given these two projects in an effort to bring them within available funds. You will be consulted before any changes are made in the City Allotment project.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John F. Hagemann
Asst. County and City Relations Engineer

[redacted]
Encl.

cc: Mayor of Condon
Accounting Division

RECEIVED
[illegible] 1 1954
FOR FILING

311-17 [illegible]

4196

[illegible]

Cross Referenced To:
Const
Projects
Muni-
Condon

Salem, Oregon
March 29, 1954

MISC. CONTRACTS and
AGREEMENTS No. 1553

Mr. John W. Cattrall
City & County Relations Dept.
Office

Attached hereto is a conformed copy of an agreement with the City of Condon covering the storm sewer and street widening project in Condon.

The original of the above agreement has been retained in this office for the Commission's files and a fully executed copy has been sent to the City of Condon.

Very truly yours

Secretary

FH
Attach: 1

query to file
DHS

NOTED
V. R. JONES

March 29, 1954

NOTED
Harold C. Ayers

Mr. James O. Burns
Mayor, City of Condon
City Hall
Condon, Oregon

NOTED
J. F. HAGEMANN

Dear Mr. Burns:

This is to acknowledge receipt of an advance deposit of $6,000 in connection with the Special City Allotment project on Oregon, Well, and East Streets in Condon. After bids have been received on April 2nd, this amount will be adjusted in accordance with the estimated total cost based on the low bid received.

We are forwarding under separate cover a copy of the plans and specifications for your information and records. You will note that sheet 1 of the plans covers the Special City Allotment project and sheet 2 covers the work on the John Day State Highway. These two projects have been combined under one contract in the hope of receiving more favorable bids due to larger quantities of each bid item. Although the two projects are combined, the costs for each project will be figured separately by applying the unit bid prices to the segregated quantities. The segregation of these quantities is shown in the summary appearing on sheet 1 of the plans.

It is hoped that receipt of these plans and specifications will clear up any questions you may have had on these two projects.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM

Council meets First Wednesday
evening of each Month

Telephone 779

City of Condon

Condon, Oregon

March 25, 1954

Oregon State Highway Department
Salem Oregon

Att'n Mr. Hagemann;

Dear Sir;

Enclosed find warrant from City of Condon for deposit on road work to be done under Special City Allotment.
Thanks very much for your time and explanation on the phone this afternoon and I am sorry for the misunderstanding over the proposed work.

Sincerely yours
James C. Burns
James C. Burns, Mayor
City of Condon

Warrant 4766 for $6000.00
to Acctg Div. Advance Fund
3-29-54

RECEIVED
MAR 29 1954
ENGINEER
CO[illegible]IONS

RECEIVED
MAR 26 1954
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
[illegible]
FOR FILING

Maint
Drainage

March 29, 1954

Mr. Edwin P. Morgan, City Recorder
City Hall
Condon, Oregon

Dear Sir:

We are enclosing herewith for the records and files of your City a fully executed copy of an agreement between the State Highway Commission and the City of Condon covering the storm sewer and street widening project in Condon.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

FORM E-30 25M 8-51 52318

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 9, 1954

SUBJECT: Assignment #4732

To: Mr. W. C. Williams
OFFICE

REFERRED TO
Glaisyer
BY DEPUTY STATE HIGHWAY ENGINEER

L

Attached are three copies of an agreement covering the storm sewer and street widening project in Condon.

Two copies of the agreement have been executed by the city and are now ready for presentation to the Highway Commission. This completes Assignment #4732.

John W. Cattrall
Engineer, County and City Relations

By John D. Graham

John D. Graham
Office Engineer

JDG:MM
Att.

[illegible]
DATE 10-29-53 Minute page 27

Council meets First Wednesday
evening of each Month

Telephone 775

City of Condon

Condon, Oregon

NOTED
V. R. JONES

NOTED
Harold C. Ayers

NOTED
J. F. HAGEMANN

March 24, 1954

Oregon State Highway Department
Salem, Oregon

Dear Sir;

Att'n Mr Hagemann;

I would like very much to get straight for once and for all
on the proposed State Highway work in the City of Condon
for the coming season.
My recollections(based on correspondence, conversation and
newspaper stories of state highway actions) are that the
State was to do the following in the City of Condon.
1. Widen into a 4 lane highway about .25 of a mile on the
John Day highway in the south part of town adjacent to
the Park. This at no expense to the ~~State~~.City.
2. Construct a storm sewer of about 300' length along this
same stretch of highway that is to be widened. The reason
for this is that the State has a Culvert across the road that
empties out on the Athletic Field the City is in the process
of constructing. We were told this would be done by the
Highway Dept. at no expense to the City.
3. Construct a Storm Sewer for 2 blocks in the center of town
on the East side of the street. On this project the City was
to pay $1250. Which they sent down over a month ago, but we have
heard nothing of the contract or when it was to be let.
These above items were granted us by the Commission after their
visit to Condon last year.
Besides this The City put in for the Special City allotment
of $15,000. There has been survey's and several state men in
to look this project over. The location of Oregon, Wells, & Spring
street was decided on for the project and at first it was
contemplated it would cost in the neighborhood of $17,000.
The City made arrangements to have that sum on hand to contribute.
Later the cost of this project has continued to rise until
now in your last correspondence the cost is up to $22,500.
Mr. Ayers called yesterday and said send $6,000.00. Naturally
we can't raise that kind of money on a moments notice. And besides
the figure is approaching the point where our share alone would
oil the road. When I called you regarding the agreement we sent
in you stated it would be let for bids and after the bid was
obtained then we sent our share in. Now we are told we must send
the money in first. Which is right.

Council meets First Wednesday
evening of each Month

Telephone 775

City of Condon

Condon, Oregon

2.

Accoring to the Oregonian the Highway Commission was calling for bids on .57 miles of widening, grading and paving in the City of Condon. The work proposed on the ~~city~~ special city allotment program is .33 of a mile. From the figure it seems to me that the cost ~~estemite-~~ Estimate is for the whole project. Also lacking in the Specifications is any mention of either storm sewer.

I would like to see this put up for bid at once because if there is any delay it will run the work up to into the harvest season which would be most inconvenient.

We appreciate the help the state is giving on this work but we still cannot afford to pay an ~~exher~~exorbitant amount of money in order to get the state funds. Every state man that was in to see about this road I impressed on them that the City was limited to $2000 or $3000 aid on this project. By some outside help I managed to raise this amount to $5,000. Naturally I am not to happy to have it exceed this amount and on such a short notice. I proposed from the start to cut down the length of this to make it cheaper but was told it wasn't necessary.

I would like you to go ahead and bid it and then notify us of our share. We will then determine whether to accept or not.

Yours truly

James O. Burns
Mayor, City of Condon

Talked to Mr Burns on phone and he stated he would get money advance deposit in mail today or tomorrow.

J. F. H. 3/25/54

Fed. Eaton

NOTED
V. R. JONES

NOTED
Harold C. Ayers

Honora
Mayor,
Condon

Dear Mr

agreeme … an
… ondon.

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has bee … 2,5…
As the … have
elected … ther
study w … e
costs w … ou will
not be … com-
pleted.

… n this
matter.

… Engr., County and City Relations

JFH:MM

Condon 3-23-54

Today at 3:10 PM
Mr. Robt Eaton Street
Committee Chairman for
Council in Condon
Called and requested that
we go ahead with City
job, Said City could
and would pay costs
above 15,000.
advised Mr. Williams
who said he would put the
job back on the agenda
HC Ayers

NOTED
J. F. HAGEMANN

NOTED
V. R. JONES

NOTED
Harold C. Ayers

March 22, 1954

Honorable James O. Burns
Mayor, City of Condon
Condon, Oregon

Dear Mr. Burns:

This is to acknowledge receipt of three copies of an agreement covering the Special City Allotment project in Condon.

Since my telephone conversation with you last week there has been a revised estimate of costs for this project of $22,500. As the City's funds are limited to approximately $5,000 we have elected to remove this project from the April letting. Further study will be made of the project in an attempt to bring the costs within available funds. The agreement forwarded by you will not be executed by the Commission until this study has been completed.

You will be advised of any further developments in this matter.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM

JAS. D. BURNS, President

J. O. BURNS, Secretary

DUNN BROTHERS, Inc.

Dealers in General Merchandise

CONDON, OREGON

March 19, 1954

Mr. John W. Cattrall
Engineer, County & City Relations
Oregon State Highway Dept.
Salem, Oregon

Dear Sir;

Enclosed find agreements and copy of ordinance as you requested in your letter of the 15th of March.
I signed these with the understanding that if the bid acceptable to the Highway Commission is much higher than the $19,500.00 estimated by the Commission the city will not be obliged to go on with the deal. We have had quite a time raising the $4500.00 and have it ready to send when ever you ask for it. However to get much more than that would be most impossible. I talked to some one in your office the other day and he said we had the recourse of not sending the money if it was beyond our means.

We appreciate very much the help the state is giving us in this program and also in the widening on the John Day Highway in town. I hope the bid is within the figure we can proceed on.

Gratefully yours
James O. Burns
James O. Burns, Mayor
City of Condon

NOTED

RECEIVED
MAR 22 1954
ENGINEER
COUNTY & CITY RELATIONS

ORDINANCE NO. 5A1
3-17-54

An ordinance providing for a form of agreement by and between the City of Condon, Oregon, and the State of Oregon acting by and through its State Highway Commission for the improvement of Oregon, Well and East Streets in the City of Condon and declaring an emergency.

WHEREAS, the City of Condon, Oregon, has heretofore made application to the State of Oregon acting by and through the State Highway Commission for assistance in repairing or reconstructing streets under the provision of ORS 366.800 and 366.805, and

WHEREAS, the State Highway Commission has accepted such application for the improvement of Oregon, Well and East Streets, and

WHEREAS, in the form of agreement prepared by the State Highway Commission and approved by the City Attorney, the Highway Commission has agreed to pay the costs of the project up to Fifteen Thousand and No/100 ($15,000) Dollars, the City to pay all costs in excess of $15,000.

The people of the City of Condon do ordain as follows:

Section 1. That that certain form of agreement herein above referred to be entered into by the City of Condon, Oregon, and the State of Oregon, acting by and through the State Highway Commission, providing for the improvement of Oregon, Well and East Streets and is hereby approved and accepted as so submitted

ORDINANCE NO. 5A1

3-17-54

An ordinance providing for a form of agreement by and between the City of Condon, Oregon, and the State of Oregon acting by and through its State Highway Commission for the improvement of Oregon, Well and East Streets in the City of Condon and declaring an emergency.

WHEREAS, the City of Condon, Oregon, has heretofore made application to the State of Oregon acting by and through the State Highway Commission for assistance in repairing or reconstructing streets under the provision of ORS 366.800 and 366.805, and

WHEREAS, the State Highway Commission has accepted such application for the improvement of Oregon, Well and East Streets, and

WHEREAS, in the form of agreement prepared by the State Highway Commission and approved by the City Attorney, the Highway Commission has agreed to pay the costs of the project up to Fifteen Thousand and No/100 ($15,000) Dollars, the City to pay all costs in excess of $15,000.

The people of the City of Condon do ordain as follows:

Section 1. That that certain form of agreement herein above referred to be entered into by the City of Condon, Oregon, and the State of Oregon, acting by and through the State Highway Commission, providing for the improvement of Oregon, Well and East Streets and is hereby approved and accepted as so submitted.

Section 2. That the Mayor and Recorder are hereby authorized and directed to execute said agreement in triplicate and to deliver said agreement to the State Highway Commission for execution by said Commission.

Section 3. WHEREAS it is necessary that said improvements be made in the spring or summer of 1954, while the weather permits, and whereas the State Highway Commission cannot award a contract for said improvements until the said agreement has been executed by the Mayor and Recorder, thereby involving the peace, health, and credit of the people of the City of Condon, Oregon, an emergency is hereby declared to exist and this ordinance shall be in full force and effect from and after its passage by the Council and approval by the Mayor.

Ayes Tierney, Lear, Riney, & Ellien

Nays

Submitted to and approved by the Mayor on the 17 day of March, 1954.

ATTEST:

Edwin P. Morgan
Recorder

James C. Burns
Mayor

NOTED
J. W. CATTRALL

FORM E-30 25M 9-51 52315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
February 11, 1954

NOTED
V [illegible]

SUBJECT:

To: Mr. H. G. Smith
Construction Engineer
Salem, Oregon

NOTED
J. H. HAGEMANN

Attention: Ray Webber

Dear Mr. Webber:

Reference is made to your letter of February 5, regarding soil samples (Oregon, Well, and East Streets) in the City of Condon. One soil sample for this project was submitted January 18, Laboratory No. 327426.

Additional samples will be submitted of the existing surfacing materials on Main Street Section of the project. next Monday.

Very truly yours,

E G Bickmore
E. G. Bickmore
Ass't Division Engineer

EGB:fd

NOTED
Harold C. Ayers

C.C. Cattrall

RECEIVED
FEB 15 1954

files

FORM E-30 25M 9-51 52316

Maint
Drainage

Condon

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 25, 1954

To: Mr. C. H. Maison
Chief Accountant

SUBJECT:

Attached is City of Condon Warrant #4708 in the amount of $1250. This amount represents the city's share in the proposed storm sewer and street widening project on the John Day Highway in Condon.

John W. Cattrall
Engineer, County and City Relations

By John D. Graham

John D. Graham
Office Engineer

JDG:MM
Att.

cc: Mr. H. B. Glaisyer

NO. D
F. QUERY

ASSIGNMENT

Date: December 14, 1953 No. 4732 By mcc

Description: Letter of December 9 by Earl M. Preston enclosing ~~xxxx~~ six copies of proposed agreement with the City of Condon re storm sewer and street widening

Acknowledged by_____ Referred to Cattrell

__ Investigate and report with recommendation
__ Such action as necessary and report
__ Comment or recommendation
__ Return with rough draft of reply
__ Prepare reply for signature of Mr.________
__ Contact correspondent and report

Remarks:

For City execution.
WCW

PLEASE RETURN TO
W. C. WILLIAMS

Executed 3-9-54 mc Report Received___________

REGON
VAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

ber 9, 1953

PLEASE RETURN TO
W. C. WILLIAMS

er

Re: City of Condon
Storm Sewer and Street Widening

nder date of November 19, 1953,
iginal and five copies of an
ation of storm sewers and catch
Main Street between Walnut and
he widening of Main Street be-
s in the City of Condon.

e "In Witness Whereof" clause of
ed requiring the City officials
to have enacted a resolution or ordinance prior to the execution of this agreement and Mr. Enfield requests that the City-County Relations Department in the future obtain a certified copy of the resolution or ordinance, whichever the city adopts, prior to the execution of this Agreement for the review by the Legal Department. The first agreement entered into with each city, after the adoption of this changed form, the Legal Department will review the city ordinance and then advise the City-County Relations Division so that they may in the future check as to form of the city ordinance enacted prior to the execution of the agreements by the various cities.

Very truly yours,

NOTED
W. C. WILLIAMS

C. W. ENFIELD
Chief Counsel

By Earl M. Preston
EARL M. PRESTON
Assistant Attorney

EMP;mw
enc. - 6

1953

FORM E-123 50M REVISED 2-53

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

1859

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

December 9, 1953

PLEASE RETURN TO
W. C. WILLIAMS

W. C. Williams
Assistant State Highway Engineer

OFFICE

Re: City of Condon
Storm Sewer and Street Widening

Dear Sir:

Pursuant to your request under date of November 19, 1953, please find attached hereto original and five copies of an Agreement covering the installation of storm sewers and catch basins along the east side of Main Street between Walnut and Summit Streets in Condon and the widening of Main Street between Court and Trimble Streets in the City of Condon.

It should be noted that the "In Witness Whereof" clause of this Agreement has been modified requiring the City officials to have enacted a resolution or ordinance prior to the execution of this agreement and Mr. Enfield requests that the City-County Relations Department in the future obtain a certified copy of the resolution or ordinance, whichever the city adopts, prior to the execution of this Agreement for the review by the Legal Department. The first agreement entered into with each city, after the adoption of this changed form, the Legal Department will review the city ordinance and then advise the City-County Relations Division so that they may in the future check as to form of the city ordinance enacted prior to the execution of the agreements by the various cities.

Very truly yours,

NOTED
W. C. WILLIAMS

C. W. ENFIELD
Chief Counsel

By Earl M. Preston
EARL M. PRESTON
Assistant Attorney

EMP;mw
enc. - 6

[illegible]
[illegible] 1953
[illegible]

NOTED
J. W. CATTRALL

NOTED
Harold C. Ayers

December 17, 1953

Mr. Edwin P. Morgan
City Recorder
Condon, Oregon

NOTED
J. F. HAGEMANN

Dear Sir:

The State Highway Commission at its December 10-11, 1953 meeting approved project in the City of Condon to be constructed from the 1954 Special City Allotment fund as provided for in paragraph 149, Oregon Laws 1949.

Said project was approved on the basis of the City placing required base rock and constructing adequate drainage and paying all costs of the project in excess of $15,000. This project consists of the placing of leveling course and asphaltic concrete pavement 20' width on Oregon Street from Walnut Street to Well Street; Well Street from Oregon Street to East Street; East Street from Well Street to Third Street, and is presently estimated to cost $17,500.

You will be contacted at a later date to work out details of the project and to negotiate an agreement.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

HCA:as

RECEIVED
FOR FILING
FORM E-30 25M 9-51 92519

Cross Referenced To:
Const
Prog
Maint
Condon

[illegible]
[illegible]
[illegible]

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
November 23, 1953

SUBJECT:

To:
Mr. A. F. Parson
Division Engineer
State Highway Dept.
La Grande, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

Referring to the matter of widening of Main Street in the southerly part of the City of Condon, I wish to advise that the cross section submitted for this improvement indicates that it is contemplated constructing to a width of 36 feet between curbs. Mr. Williams calls it to my attention that the proposal was to build 42 feet on the basis of four 10-foot travel lanes with a two foot median strip.

Please revise the plans to reflect this thinking.

Very truly yours,

H. G. Smith
Construction Engineer

By Forrest Cooper
Forrest Cooper
Ass't. Construction Engineer

FC:js

cc W. C. Williams
E. A. Collier

RECEIVED
FORM E-90 25M 9-51 83315
FOR FILING

Misc.
Drainage
1

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 19, 1953

RECEIVED
NOV 24 1953
ENGINEER
COUNTY & CITY RELATIONS

SUBJECT:

To: Mr. W. C. Williams
OFFICE

NOTED
W. C. WILLIAMS

Enclosed is a suggested letter to the Legal Division requesting preparation of an agreement covering the project in Condon as approved by the Highway Commission on October 29th.

John W. Cattrall
Engineer, County and City Relations

By

John F. Hagemann (M.M.)
John F. Hagemann
Assistant Engineer

JFH:MM
Encl.

RECEIVED
NOV 19 1953
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
NOV 27 1953
FOR FILING

Maint
Drainage

Salem, Oregon
November 19, 1953

Mr. C. W. Enfield
Chief Counsel

It is requested that an agreement be prepared for execution by the Highway Commission and the City of Condon covering a widening and storm sewer project within the City of Condon approved by the Highway Commission on October 29th. Points to be covered in the agreement are as follows:

GENERAL:

1. The project will consist of placing 460' of 24" and 300' of 18" storm sewer pipe, together with four catch basins, along the east side of the John Day Highway (Main Street) between Walnut and Summit Streets. Also, the John Day Highway (Main Street) between Court and Trimble Streets will be widened to 42'. This widening will include placing of curbs 16' apart, grading, placing base rock, and paving the widened portions. 42'

THINGS TO BE DONE BY STATE:

1. Prepare plans, let contract, and supervise construction of project as described above.

2. Pay all costs of the project in excess of $1,250 to be paid by City.

THINGS TO BE DONE BY CITY:

1. Contribute $1,250, by means of a deposit at the time of returning the signed agreement, towards the cost of the project.

2. Adopt ordinance and continue said ordinance in force prohibiting parking at all times on both sides of the John Day Highway (Main Street) between Court Street and Trimble Street.

Attached are seven copies of a small city map for use as an exhibit. Please prepare six copies of the agreement in addition to any required by the Legal Division.

W. C. Williams
Assistant State Highway Engineer

Att.
JFH:MM
cc2: J. W. Cattrall

RECEIVED
FOR FILING
FORM E-30 25M 9-51 52315

Cross Referenced To:
Const
Proj
Muni
Condon

[illegible]
Drainage

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 18, 1953

SUBJECT:

To:

Mr. A. F. Parson
Division Engineer
State Highway Dept.
La Grande, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

It is proposed to do the sewer construction, curb revision, and pavement work, contemplated in the City of Condon, by contract.

I hand to you herewith copies of the field estimate and am sending under separate cover prints of the plan as submitted.

Will you please write the necessary specifications and return all of the information to Salem so that the job may be prepared.

For your information, the City and County Relations Department have a street improvement project scheduled for Condon which is estimated to cost approximately $17,000. This proposal will be presented to the Highway Commission at their December 10-11 meeting and, if approved, will be contracted at the same time the other work in Condon is let.

Very truly yours,

H. G. Smith
Construction Engineer

By Forrest Cooper
Forrest Cooper
Ass't. Construction Engineer

FC:js

cc W. C. Williams
E. A. Collier
S. H. Probert

RECEIVED
NOV 18 1953
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 1 - 1953
FOR FILING

Cross Referenced
Const
Proj.
Muni
Condon

9/24/53
3c

10/29/53
3d

November 12, 1953

Hon. James O. Burns, Mayor
City of Condon
Condon, Oregon

Dear Mayor Burns:

The State Highway Commission at its meeting on September 24, 1953 discussed further the request of the City of Condon for improvement of the park at Condon and for installation of storm sewers on Main Street (route of the John Day Highway through Condon). You will recall that the Commission on the occasion of its visit to Condon last summer stated that it could not recognize the park in Condon as a state park, and could not justify an expenditure of State Highway funds to improve the park which was in line with the Commission's long established policy; however, the Commission did state that it would investigate the widening of the highway pavement and installation of curbs and drainage along the park frontage.

The Engineering Department has investigated the widening and paving project, including installation of curbs, drainage, and landscaping, and has determined that it will cost about $8,600 to do this work. The matter of installing storm sewers on Main Street was also investigated, and such work was estimated to cost $6,100. In the discussion of this matter, the Engineer mentioned receipt of a letter from the City stating its willingness to assume payment of 50 percent of the cost of the storm sewer construction which the City felt could be built at a cost of $2,500. As a result of discussion, the Highway Commission unanimously approved the widening and the sewer projects on the condition that the City would pay fifty percent of the cost of the storm sewer construction, or about $3,050.

At the meeting of the Highway Commission held on October 29th the Engineer reported receipt of an additional communication from the City to the effect that it has only $1,250 that it can contribute as city participation in the storm sewer construction which is only approximately 20 percent of the total estimated cost of such work. He recommended that the Commission authorize performance of the entire project on the basis of 20 percent participation from the City rather than 50 percent. I am pleased to inform you that the Commission adopted the recommendation unanimously.

Respectfully yours,

HBG:jmc
cc: E. R. Fatland

Secretary
OREGON STATE HIGHWAY COMM.

AGREEMENT BY MUNICIPALITY OR POLITICAL SUBDIVISION TO MAINTAIN HIGHWAYS IMPROVED UNDER THE FEDERAL AID ROAD ACT AND ACTS AMENDATORY THEREOF AND SUPPLEMENTARY THERETO

The City of Condon (municipality or political subdivision), State of Oregon, hereinafter referred to as the City, and the Oregon State Highway Commission (State highway organization), hereinafter referred to as the Highway Department, hereby agree as follows:

1. That the Highway Department will submit a project for the improvement of a landscaping project adjacent to the John Day Highway, from Court Street to Bayard Street, adjacent to Main Street, and to be designated as Oregon (State) project No. FAP 114-A, and will recommend its approval by the Secretary of Agriculture for construction with funds apportioned to the State under the Federal Aid Road Act and Acts amendatory thereof and supplementary thereto; subject, however, to the condition that the City (municipality or political subdivision) shall provide for its proper maintenance after completion of its improvement.

2. That the said City (municipality or political subdivision) hereby requests the Highway Department to submit the aforementioned project with recommendation that it be approved by the Secretary of Agriculture, and agrees that if such project is approved and constructed by the Highway Department and the Secretary of Agriculture it thereafter, at its own cost and expense, will maintain the project in a manner satisfactory to them, or their authorized representatives, and will make ample provision each year for such maintenance.

3. That the said City (municipality or political subdivision) hereby agrees to bear the cost, if any, of maintaining such of its streets or roads as may be used as detours during the performance of the work on the aforementioned project.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City (municipality or political subdivision) on the 15th day of June, 1937, and the Highway Department on the 18th day of June, 1937.

CITY OF CONDON
(Municipality or political subdivision)

By
As Mayor

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
As Chairman

By
As Commissioner

By
As Commissioner

Attest: H B Glaisyer Jr
Secretary

Note: Any official signing for and on behalf of a municipality or political subdivision should attach an original or authenticated copy of order, resolution, ordinance, or charter provision, or a citation to statute, under the authority of which this agreement is executed. Each agreement should be executed in duplicate and a certified copy should be furnished for the Bureau of Public Roads.

ORDINANCE NO 166

An Ordinance authorizing the City of Condon to enter into an agreement with the Oregon State Highway Commission for the maintenance of a landscaping project, adjacent to the John Day Highway, from Court Street to Bayard Street, adjacent to Main Street in the City of Condon, Oregon, and known as project No. F. A. P. 114-A; authorizing D. N. Mackay, Mayor of said city to sign said agreement for and on behalf of said City of Condon; and declaring an emergency.

THE PEOPLE OF THE CITY OF CONDON DO ORDAIN AS FOLLOWS:

That WHEREAS, an arrangement has been made by the City of Condon with the Oregon State Highway Commission for a landscaping project adjacent to the John Day Highway, from Court street to Bayard street, adjacent to Main street, in Condon, Oregon, and known as project No FAP 114-A, and -,

WHEREAS, under said arrangement it was understood that upon the completion of said project by said State Highway Commission the City of Condon would take care of the maintenance thereof, Now THEREFORE,-

The City of Condon, Oregon, is hereby authorized to enter into a contract with the Oregon State Highway Commission for the maintenance of said landscaping project from and after its completion; and that its Mayor, D. N. Mackay, be and he is hereby authorized and empowered to sign said contract for and on behalf of the said City of Condon.

In as much as the season is getting late for the doing of such work, there is need for the immediate signing of said contract, and an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from and after its passage by the Common Council and approval of the Mayor.

Passed by the Common Council this 15th day of June, 1937

Approved by the Mayor this 15th day of June, 1937.

Attest ______________
Recorder.

____
Mayor

I hereby certify the foregoing to be a true copy of the original ~~resolution~~ Ordinance passed by the Common Council of the

A

City of Condon, Gilliam County, Oregon, on the 15th day of June, 1937, at a special meeting of said Common Council.

Dated this 15th day of June, 1937

City Recorder.

RECEIVED
OCT 21 1953
FOR FILING

Mr. Baldock
[illegible] District Engr.
[illegible] 53

[illegible]
Drainage

Condon

Cross Referenced To:
Const
Projects
Muni-
Condon

October 20, 1953

Oregon State Highway Commission

Gentlemen:

At the last meeting you approved widening of the John Day Highway adjacent to the Condon landscape project and, in addition, construction of a storm sewer over a two-block section in the city of Condon on the route of the highway if the city would pay 50 per cent of the estimated cost, which is $6,100. The City's share would thus be $3,050.

The City has been contacted in this matter and has advised that it has only $1,250 that it can use for participation in the storm sewer. Apparently the City had this $1,250 as its one-half of the cost of the sewer, which the City had estimated to be $2,500. Our investigation indicated that the City's estimate was greatly in error, as it had provided only for the cost of purchasing and laying the pipe, apparently omitting all of the cost of excavation and backfill, which is a very material item. The City does state that if the Commission will construct one block of the sewer system, which should cost slightly in excess of $3,000, it would contribute $1,250.

It does not appear to me that the storm sewer should be installed until the full two blocks needed can be done at one time. The drainage does not vitally affect the highway, although, as I had formerly recommended to you, the drainage conditions are not of the best, and I believe the State should contribute toward the improvement.

I would suggest that, since the City has only this much money (about 20 per cent of the estimated cost), that the State perform the job on this basis, and so recommend. If, on the contrary, you feel that the State should not contribute more than 50 per cent of the cost, the City should be so advised.

This matter will be on the next agenda.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. C. H. Maison
Mr. J. W. Cattrall

WCW:me RHB:hi

FORM E-30 25M 9-51 82315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 13, 1953

SUBJECT:

To: Mr. W. C. Williams
OFFICE

NOTED
W. C. WILLIAMS

L

As per your verbal instructions, Mr. Burns, Mayor of Condon, was contacted on October 7th and advised that the Highway Commission approved widening of the John Day Highway from Court to Trimble Street and installing two blocks of storm sewer on the John Day Highway (Main Street) from Walnut Street to Summit Street subject, however, to the City's paying one half of the cost of the storm sewer. Based on the estimated total of $6,100 for the storm sewer, the City's share would be $3,050.

Mr. Burns took this matter up with the City Council and advised that $1,250 represents all the money the City can raise for participation in the storm sewer installation. He further advised that if the Highway Commission wished to install the storm sewer for the one block between Gilliam and Summit Streets only, the City will contribute its $1,250 toward such a project. The City's share would then more nearly approach 50% of the total cost and at the same time a large portion of the sewer problem from the City's standpoint would be solved.

John W. Cattrall
Engineer, County and City Relations

By

John F. Hagemann
John F. Hagemann
Assistant Engineer

JFH:MM

cc: Forrest Cooper

RECEIVED
[illegible] 13 1953
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FOR FILING
FORM E-20 25M 9-51 82316

[illegible]
Drainage

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 2, 1953

SUBJECT:

To:

Mr. John W. Cattrall
County and City Relations Engineer
OFFICE

NOTED
W. C. WILLIAMS

Dear Sir:

At the Highway Commission meeting September 24th and 25th, 1953 they approved construction of a storm sewer in Condon on a 50-50 basis with the city.

This matter is being held in abeyance pending an agreement and collection of $3,500 from the city, which I assume you are handling.

Very truly yours,

H. G. Smith
Construction Engineer

By Forrest Cooper

Forrest Cooper
Ass't. Construction Engineer

FC:js
cc W. C. Williams

RECEIVED
FOR FILING

Misc
Drainage

Condon

August 20, 1953

Oregon State Highway Commission

Gentlemen:

During the July inspection trip in eastern Oregon you listened to the request of people of the City of Condon for improvement of the park at Condon and installation of storm sewers on Main Street for a distance of approximately 700 feet. Main Street is the route of the John Day Highway through Condon.

You advised the City that the State did not recognize the park at Condon as a state park and did not see fit to expend any funds within the park. You did advise that you would have an investigation made as to the widening of the pavement of the highway and installation of curbs and drainage along the park frontage.

We have investigated both of these matters and find that the cost of widening the paving adjacent to the park, the installation of the curbs, and drainage and landscaping will cost $8,600.

The installation of a storm sewer on Main Street is estimated to cost $6,100. The City stated, and we have a letter confirming, that it would pay 50 per cent of the cost of the storm sewer; however, in the letter from the City, the City estimated the cost of the storm sewer at $2,500 in lieu of the $6,100 that we now find will be the approximate cost.

These two matters will be on the next agenda for your consideration.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me

$250,000 '54 #39

Condon 8-18-53

On August 10th + 11th investigated condition and use of Oregon Street, Lincoln Street, Well St, East St and Third St. then Called on Mr. Robt. Eaton.
Mr. Eaton stated the City had preference as follows

No. 1:- Oregon Street from Walnut Street to Well Street; Well Street from Oregon St to East Street; East Street from Well Street to Third Street and Third ~~Street from East Street to the John Day Highway~~

No 2. Ward Street from Spring Street to Bayard.

No 3. Lincoln Street from Walnut to First Street

No 4. Lincoln Street from Bayard to Walnut Street.

The Number one project is heavily used by grain trucks to reach the grain elevators. Has a graded surface that was in good condition (had recently been graded and rock added) Oregon Street 26' wide, Well Street 24', East Street 24' light base, Third Street 14' wide 20' roadbed fair Condition.

Mr. Eaton says maintenance is very expensive on this route and the city has not sufficient funds to hard surface", this heavy use is to a great extent seasonable

#39

for approximately 2 months during wheat harvest and is receiving excessive wear through heavy and unusual industrial traffic.

H C Ayers

Believe we would be justified in recommending a project

no. 39

Condon

Preliminary Estimate

Oregon Street from Walnut Street to Will Street;
Will Street from Oregon Street to East Street;
East Street from Will Street to Third Street,
a combined distance of approximately 0.33 mile.

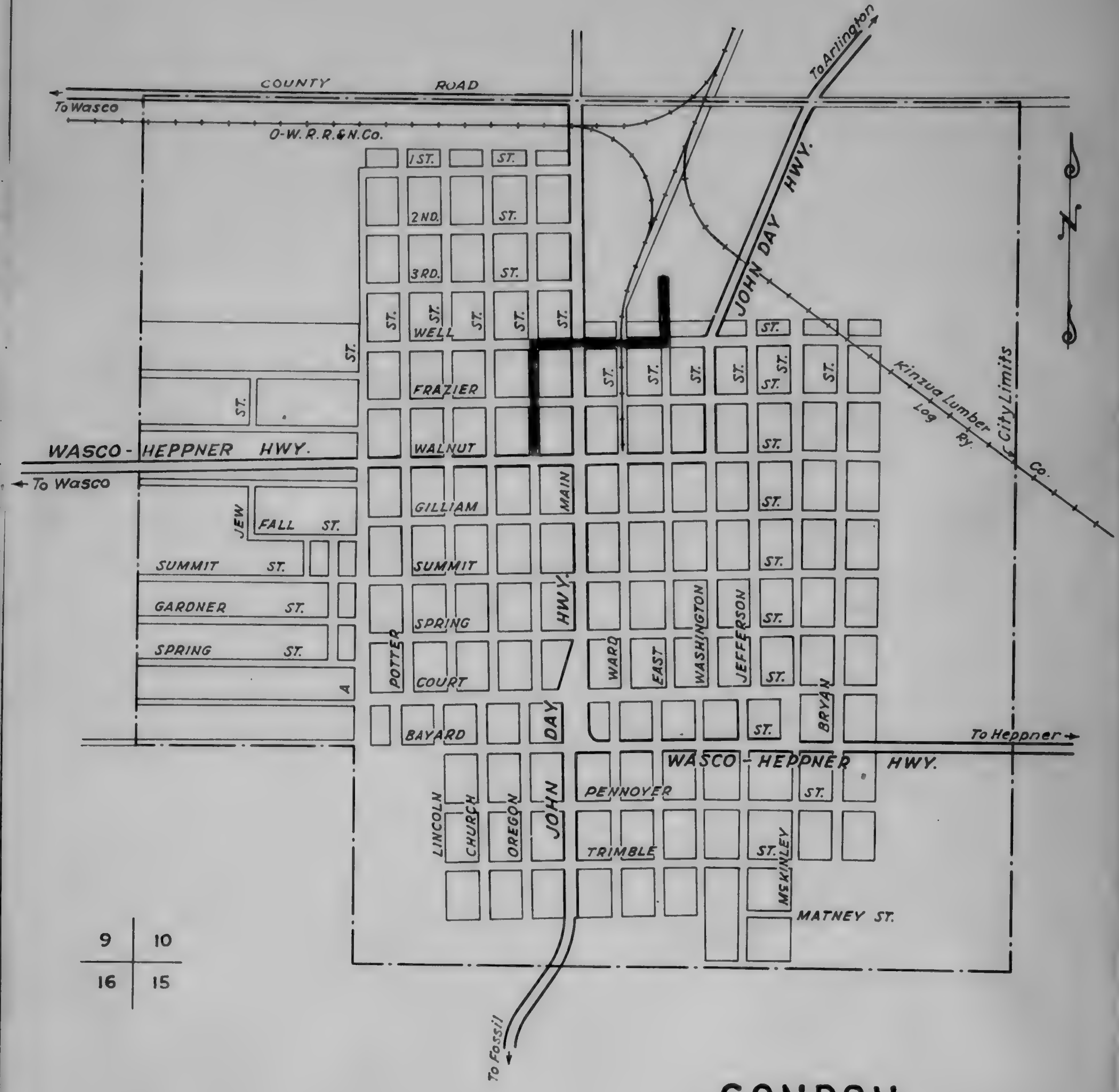
Place leveling course and 3" asphaltic concrete pavement 20' in width.

Blade Grader	45 hrs	$12.00	$540.00
3/4"-0 in leveling and shoulders	650 cu.yds	4.00	2600.00
Sprinkling	17 M gal	4.00	68.00
3/4"-0 in binder course	40 cu.yds	5.00	200.00
MC-2 in binder	10 tons	75.00	750.00
Class "B" asphaltic concrete	780 tons	14.00	10920.00
	Prelim estimate of Const Cost		$15,078.00
	12½% Eng & Contg		1884.75
	Prelim Eng		500.00
			$17,462.00

$17,500

(City will place base and drainage prior to State's work)

No. 39


COUNTY ROAD
To Wasco
O-W. R. R. & N. Co.
To Arlington
JOHN DAY HWY.
1ST. ST.
2ND. ST.
3RD. ST.
WELL ST.
FRAZIER
WALNUT ST.
WASCO - HEPPNER HWY.
To Wasco
GILLIAM ST.
MAIN
JEW
FALL ST.
SUMMIT ST.
SUMMIT ST.
GARDNER ST.
SPRING ST.
SPRING ST.
POTTER
COURT ST.
A
BAYARD ST.
JOHN DAY HWY.
WARD
EAST
WASHINGTON
JEFFERSON
BRYAN
WASCO - HEPPNER HWY.
To Heppner
PENNOYER ST.
TRIMBLE ST.
LINCOLN
CHURCH
OREGON
McKINLEY
MATNEY ST.
Kinzua Lumber Co. Log Ry.
City Limits
N
9
10
16
15
To Fossil

CONDON

Scale 1"=800'

Rev. 7, 23 '47

12.

[illegible] [illegible]-18-5[illegible]

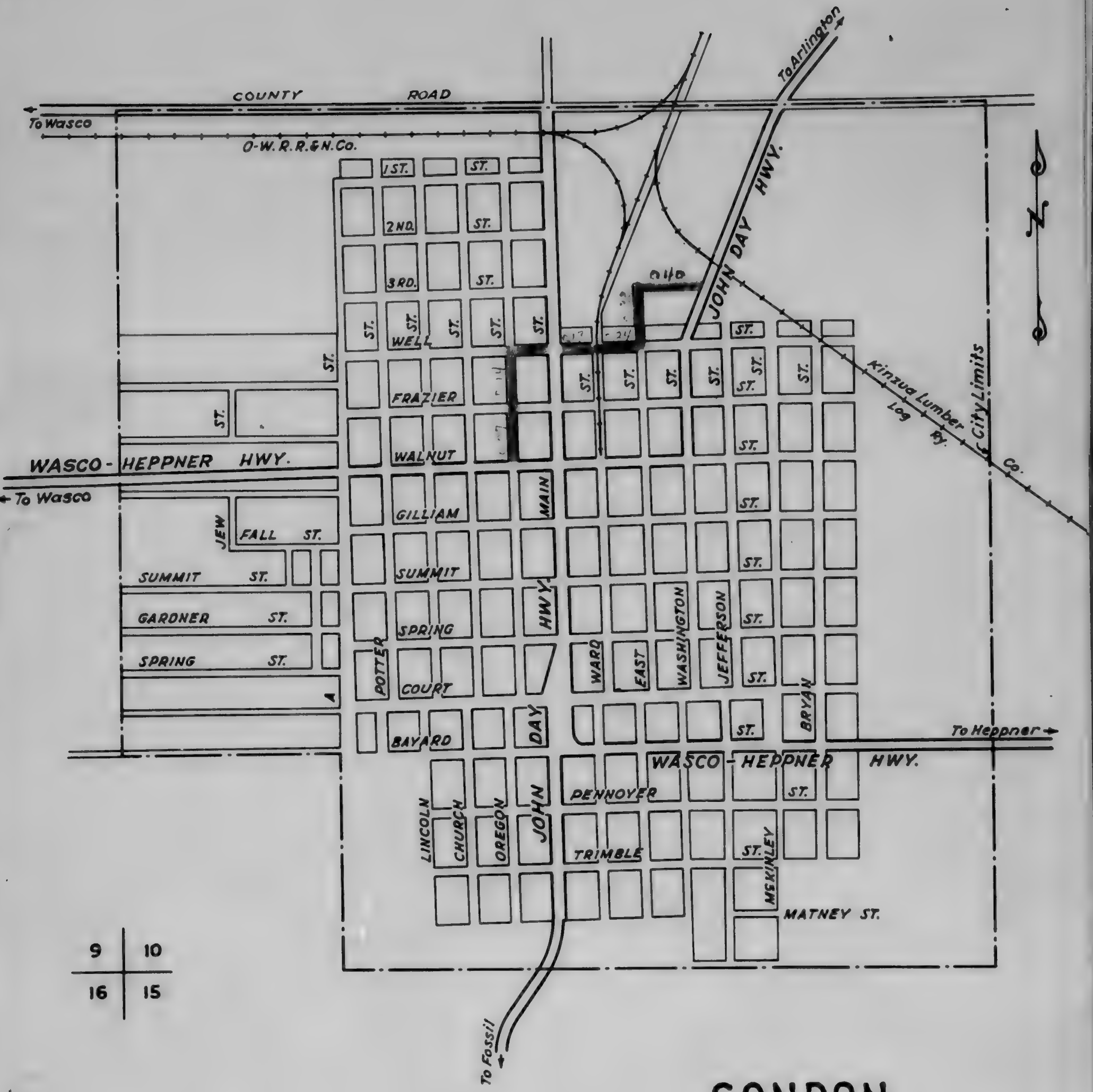
[illegible] Estimate

Oregon Street from [illegible] Street to West Street.
[illegible] Street from [illegible] St. to First St.
East [illegible] from [illegible] St. to [illegible]
[illegible]
[illegible]
Plans [illegible] Asphaltic Concrete
[illegible] 20 [illegible]

3/4" [illegible] Leveling Course			
[illegible]	650 sq yds	$4.00	$2600.00
[illegible]	17 m gal	4.00	68.00
3/4" [illegible]	400 sq yds	[illegible]	2400.00
[illegible]	[illegible]	70.00	700.00
[illegible]	~~[illegible]~~ sq yds	14.00	11400.00
	780		15,508.00
			1938.50
			420.00
			$17,866.50

710

$18,000 –

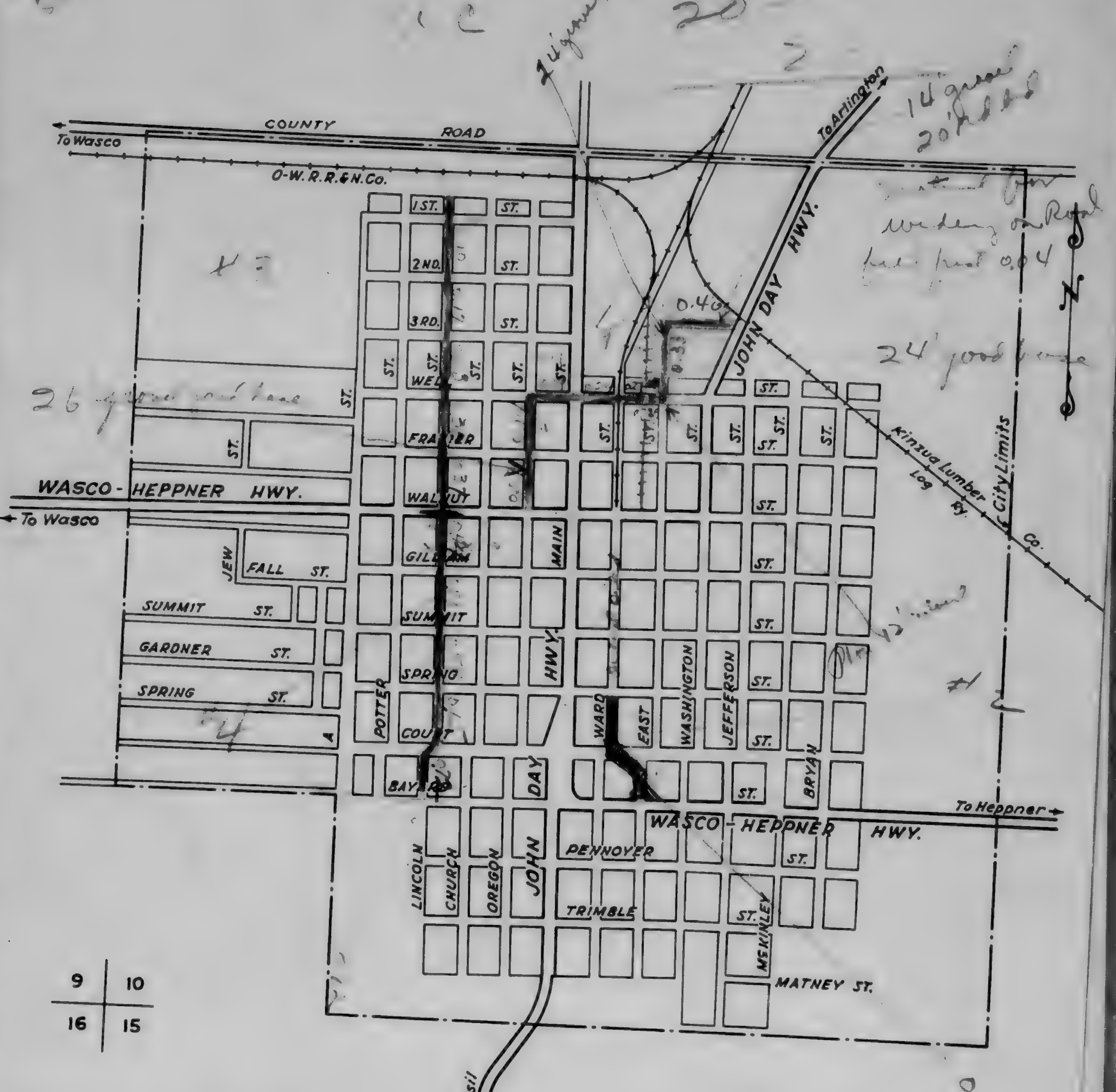

COUNTY ROAD
To Wasco
O-W.R.R.&N.Co.
To Arlington
JOHN DAY HWY.
1ST. ST.
2ND. ST.
3RD. ST.
WELL ST.
FRAZIER ST.
WALNUT ST.
WASCO-HEPPNER HWY.
To Wasco
GILLIAM ST.
JEW
FALL ST.
SUMMIT ST.
SUMMIT ST.
GARDNER ST.
SPRING ST.
SPRING ST.
COURT ST.
BAYARD ST.
POTTER
MAIN
HWY.
WARD
EAST
WASHINGTON
JEFFERSON
BRYAN
JOHN DAY
WASCO-HEPPNER HWY.
To Heppner
PENNOYER ST.
TRIMBLE ST.
LINCOLN
CHURCH
OREGON
JOHN
McKINLEY
MATNEY ST.
Kinzua Lumber Log Ry. Co.
City Limits
N
9
10
16
15
To Fossil

CONDON

Scale 1"=800'

Rev. 7, 23 '47

15,000


20
2
24' gravel light
14' gravel
20' ...
To Arlington
COUNTY ROAD
To Wasco
O-W.R.R.&N.Co.
1ST. ST.
2ND. ST.
3RD. ST.
WELL ST.
FRAZIER
WALNUT
GILLIAM
SUMMIT
SPRING
COURT
BAYARD
WASCO-HEPPNER HWY.
To Wasco
JEW
FALL ST.
SUMMIT ST.
GARDNER ST.
SPRING ST.
POTTER
MAIN
HWY.
JOHN DAY
WARD
EAST
WASHINGTON
JEFFERSON
BRYAN
JOHN DAY HWY.
Kinzua Lumber Log Ry. Co.
City Limits
N
0.40
0.33
... widening on Road ... 0.04
24' good base
26' good ... base
To Heppner
WASCO-HEPPNER HWY.
LINCOLN
CHURCH
OREGON
JOHN
PENNOYER
TRIMBLE
McKINLEY
MATNEY ST.
9
10
16
15
To Fossil
0.1

CONDON

Scale 1"=800'

Rev. 7,23'47

RECEIVED
FOR FILING
FORM E-30 OSM 8-51 82919

[illegible]
Drainage

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 17th, 1953

SUBJECT:

To: Mr. W. C. Williams
Ass't. State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

Herewith letters from Division Engineer Parson and Resident Engineer Walker for work requested by the City of Condon, as follows:

1. Paving and curbing from Court Street to Trimble Street - $8,585.00.
2. Storm sewer on Main Street from Walnut Street to Summit Street - $6,060.00.

Very truly yours,

H G Smith
H. G. Smith
Construction Engineer

HGS:AR
Enc.

RECEIVED
AUG 1[illegible] 1953
STATE [illegible]

FORM E-30 25M 9-51 82319

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
August 10, 1953

SUBJECT:

To:

Mr. H. G. Smith
Construction Engineer
Salem, Oregon

Dear Mr. Smith:

Mr. William's requested that we make an estimate for paving and curbing at the south side of Condon where the city has a park.

Mr. Walker's sketch is enclosed on same sketch as the storm sewer project.

To Mr. Walker's estimate of $8085.00 should be added $500.00 for landscaping fill or park side of roadway making a total of $8585.00 for the project.

Very truly yours,

A. F. Parson
Division Engineer

AFP:gb

Form E-43—15M

OREGON STATE HIGHWAY
COMMISSION
COLUMNAR TABULATION SHEET

SHEET .... OF .... SHEETS

City of Condon

Unit 2 Paving & Curbing on Main Street (Court to Temple)

Summary of Items

Item No.	Item	Unit	Quantity	Unit Cost	Cost
1	General Excavation	Cu. Yd.	225	$1.00	$225.00
2	Preparation of Subgrade & Base	Lump Sum			$200.00
3	Concrete Curbing	Cu. Yd.	45	$100.00	4500.00
4	Furnish & Place 3/4"-0 Mat. in Leveling Course	Cu. Yd.	140	$ 3.00	420.00
5	Sprinkling	M Gal.	25	$ 4.00	100.00
6	Furnish & Place Asphaltic Concrete	Ton	170	$ 12.00	2040.00
7	12" Concrete Pipe	Lin. Ft.	300	$ 2.00	600.00
			Total Estimated Cost	$80	85.00

[illegible]

5155 00

Form B-40-15M

OREGON STATE HIGHWAY
COMMISSION
COLUMNAR TABULATION SHEET

SHEET .... OF .... SHEETS

City of Condon

Unit 2   Paving & Curbing on Main Street (Court to Trimble)

Item No. 7   12" Conc. Pipe

On Left from Sta. 6+52 - Sta. 9+52 - 300 Lin. Ft.

Form E-40—1M

OREGON STATE HIGHWAY
COMMISSION
COLUMNAR TABULATION SHEET

SHEET .... OF .... SHEETS

City of Condon

Unit 2 Paving & Curbing on Main Street (Court to Trimble)

Item No. 1 General Excavation

Station	- Station	Average Width	Distance	Sq. Ft.	Exc. Depth	Cu. Ft.		
			Left					
					(4")			
0+00	1+00	13	x 100	= 1300	x 0.3333	= 433.29		
1+00	2+00	19.5	x 100	= 1950	x 0.3333	= 649.94		
2+00	3+00	21	x 100	= 2100	x 0.3333	= 699.93		
3+00	3+45	15	x 45	= 675	x 0.3333	= 224.98		
3+45	9+50	8	x 605	= 4840	x 0.3333	= 1613.17		
					Total Cu.Ft.	3621.31		

$\frac{3621.31}{27}$ = 134 Cu. Yd.

Station	- Station	Average Width	Distance	Sq. Ft.	Exc. Depth	Cu. Ft.		
			Right					
3+20	10+40	8	x 720	= 5760	x 0.3333	= 1919.8	Total Cu. Ft.	

$\frac{1919.8}{27}$ = 71 Cu. Yd.

	134	Cu. Yd. Left
	71	Cu. Yd Right
Total	205	Cu. Yd
Allowance	20	
	225	Cu. Yd. Grand Total

Form [illegible]

OREGON STATE HIGHWAY
COMMISSION
COLUMNAR TABULATION SHEET

SHEET .... OF .... SHEETS

City of Condon

Unit 2 Paving and Curbing on Main Street (Court to Trimble)

Item No 2 Preparation of Subgrade & Base

Left

Sta 0+00 - Sta 9+50 = 950 ÷ 5280 = 0.18 Mile (Average Width 15 ft.)

Right

Sta 3+20 - Sta 10+40 = 720 ÷ 5280 = 0.14 Mile (Average Width 8 Ft.)

Form B-60—15M

OREGON STATE HIGHWAY
COMMISSION
COLUMNAR TABULATION SHEET

SHEET .... OF .... SHEETS

City of Condon

Unit 2 Paving & Surfacing on Main Street ([illegible] to Trimble)

Item No. 4 Furnish and Place 3/4"-0 Material in Leveling Course

Sta.	to	Average Width	Distance	Sq. Ft.	Depth in Feet	Cu. Ft.		
			Left					
0+00	1+00	15	x 100 =	1500	x Cu.Ft. 0.1666	= [illegible]		
1+00	2+00	12.5	x 100 =	[illegible]	x "	= 324.99		
2+00	[illegible]	[illegible]	x [illegible] =	[illegible]	x "	= 349.99		
3+00	3+45	[illegible]	x [illegible] =	[illegible]	x "	= 112.50		
3+45	[illegible]	8	x 605 =	4840	x "	= [illegible]		
				Total	Cu. Ft.	= 1810.77		

1810.77 Cu.Ft. / 27 = 67 Cu.Yd.

3+20	10+40	8	x 720 =	5760	x 0.16666	= 959.96	Total Cu.Ft.	

959.96 Cu.Ft. / 27 = 36 Cu.Yd

67 Cu.Yd Left
36 " Right
103 Cu.Yd Total

103 Cu.Yd x 1.25% Comp. = 129 Cu.Yd
11 " " Allowance
140 Cu.Yd Grand Total

Form B-40—15M

OREGON STATE HIGHWAY
COMMISSION
COLUMNAR TABULATION SHEET

SHEET .... OF .... SHEETS

City of Condon

Unit 2 Paving & Curbing on Main Street (Court to Trimble)

Item No. 5 Sprinkling

25 M-Gal. For Project.

Form E-49—15M

OREGON STATE HIGHWAY
COMMISSION
COLUMNAR TABULATION SHEET

SHEET .... OF .... SHEETS

City of Condon

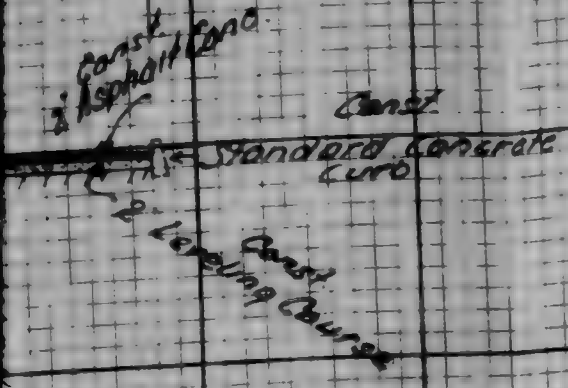
Unit 2 Paving & Curbing on Main Street (Court to Trimble)

Item No. 6 Furnish and Place Asphaltic Concrete

2" of Asphaltic Concrete

(See page No. 4 for computation of Cu.Yd.)
Cu.Yd. Same as for Leveling Course

103 Cu.Yd. x 1.5 Tons/Cu.Yd. = 154.5 Tons
15.5 " Allowance
170 Tons Grand Total


Const. 2" Asphalt Conc.
Const. Standard Concrete Curb
Const. 2" Leveling Course

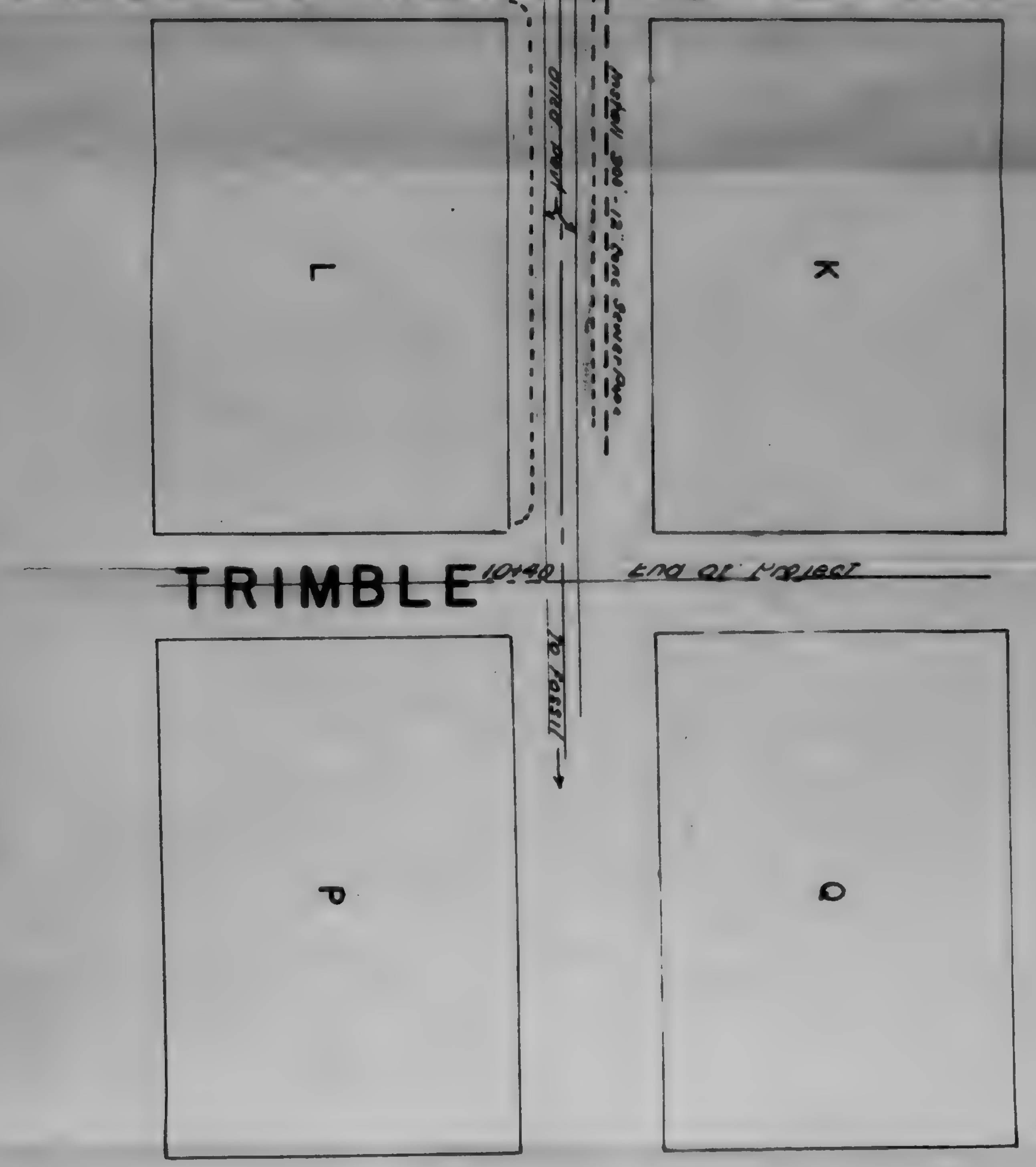
Oregon State Highway Department
City Of Condon Gilliam County
Proposed Plans & Profile

Unit 1.
Drain Sewer System
On Main Street (Walnut To Summit)

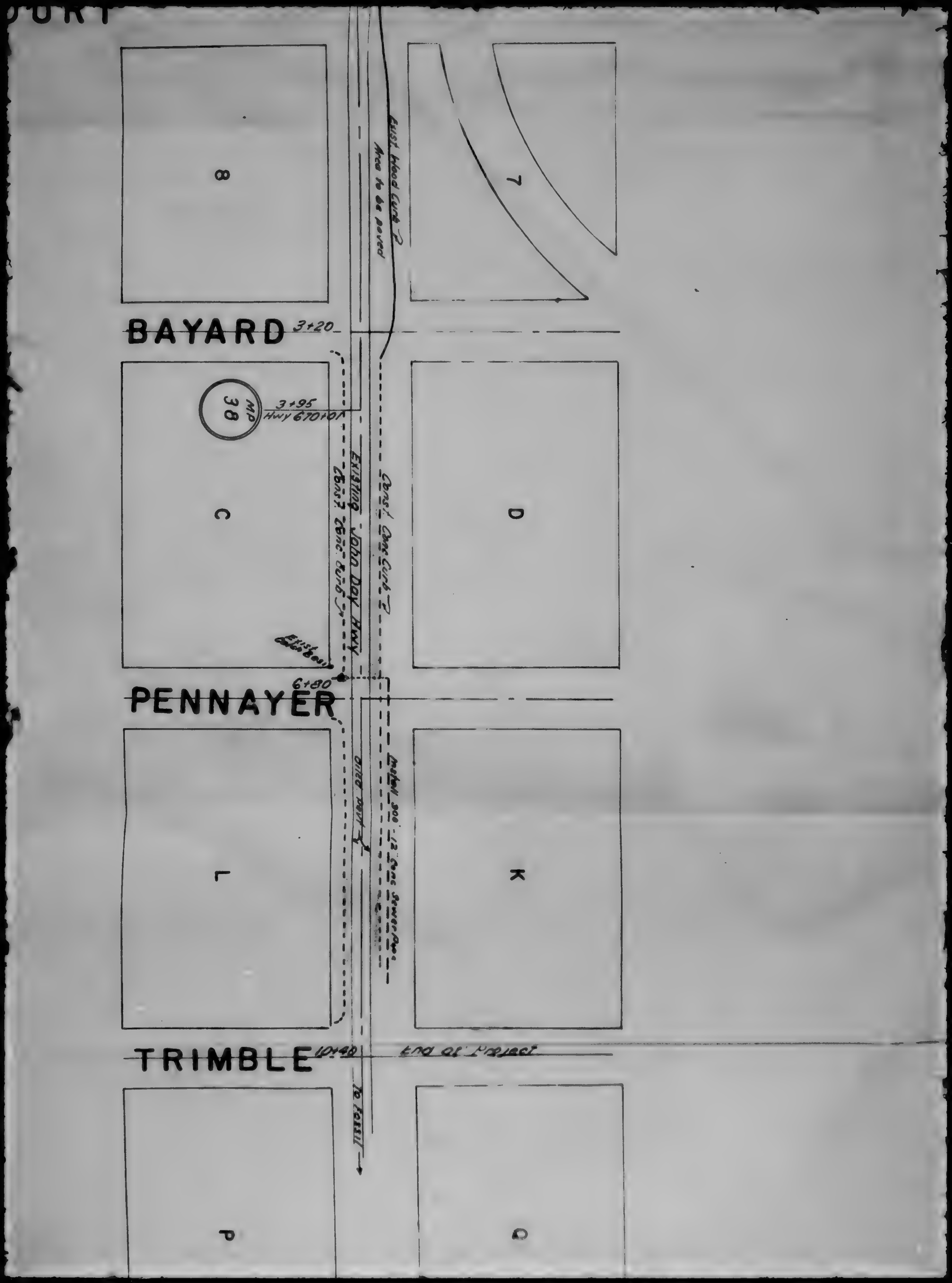
Unit 2.
Paving & Curbing
On Main Street (Court To Trimble)

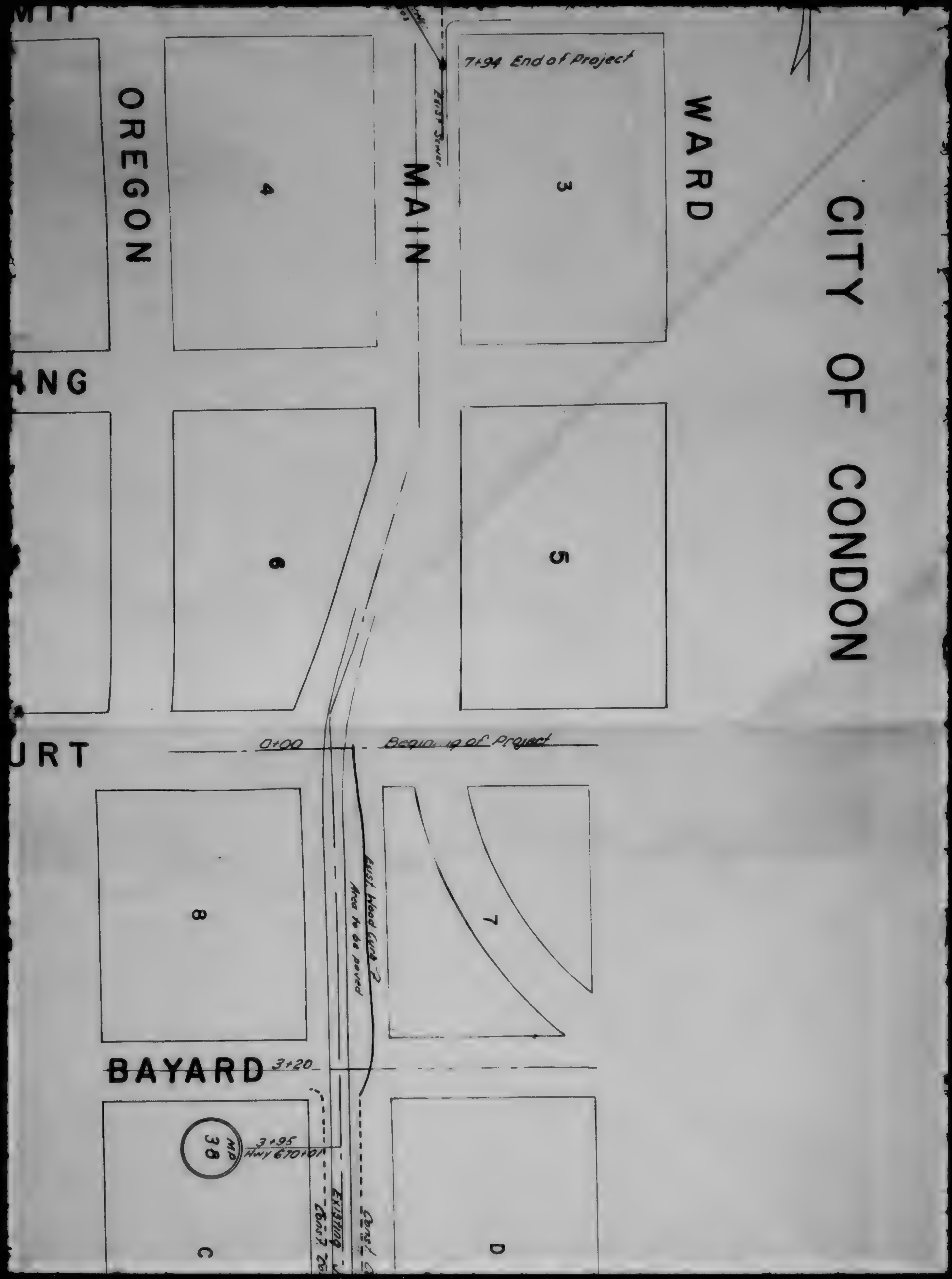
Map - 1" = 100'
Scale: Aug. 1953
Horiz. - 1" = 100'
Profile:
Vert - 1" = 10'

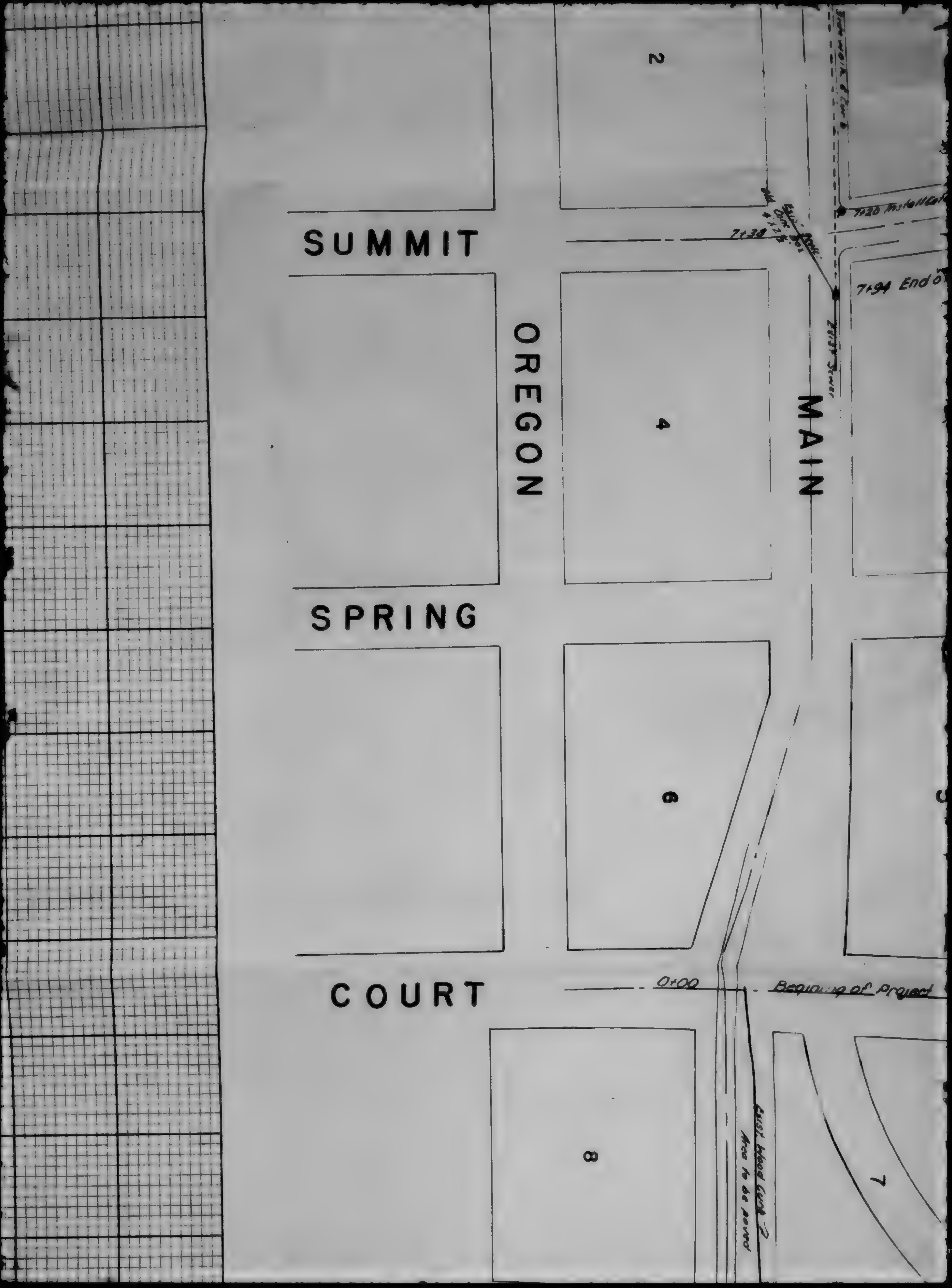
John H. Walker
Res. Engr.


L
K
P
Q
TRIMBLE
Install 200' 12" Conc. Sewer Pipe
Ditch Paving
10+40
End of Project
To Fossil

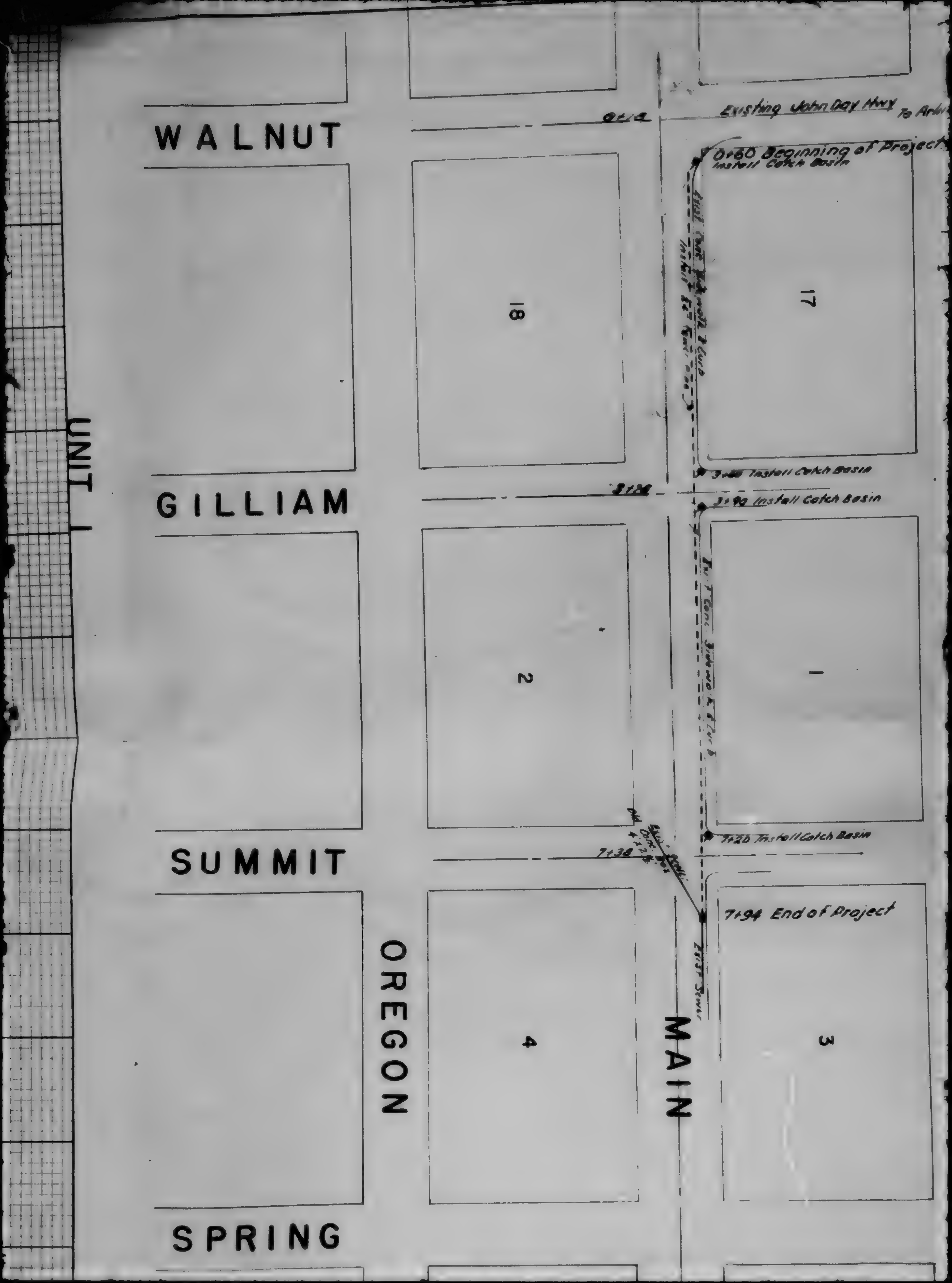
FED. ROAD DIV. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON			See Index

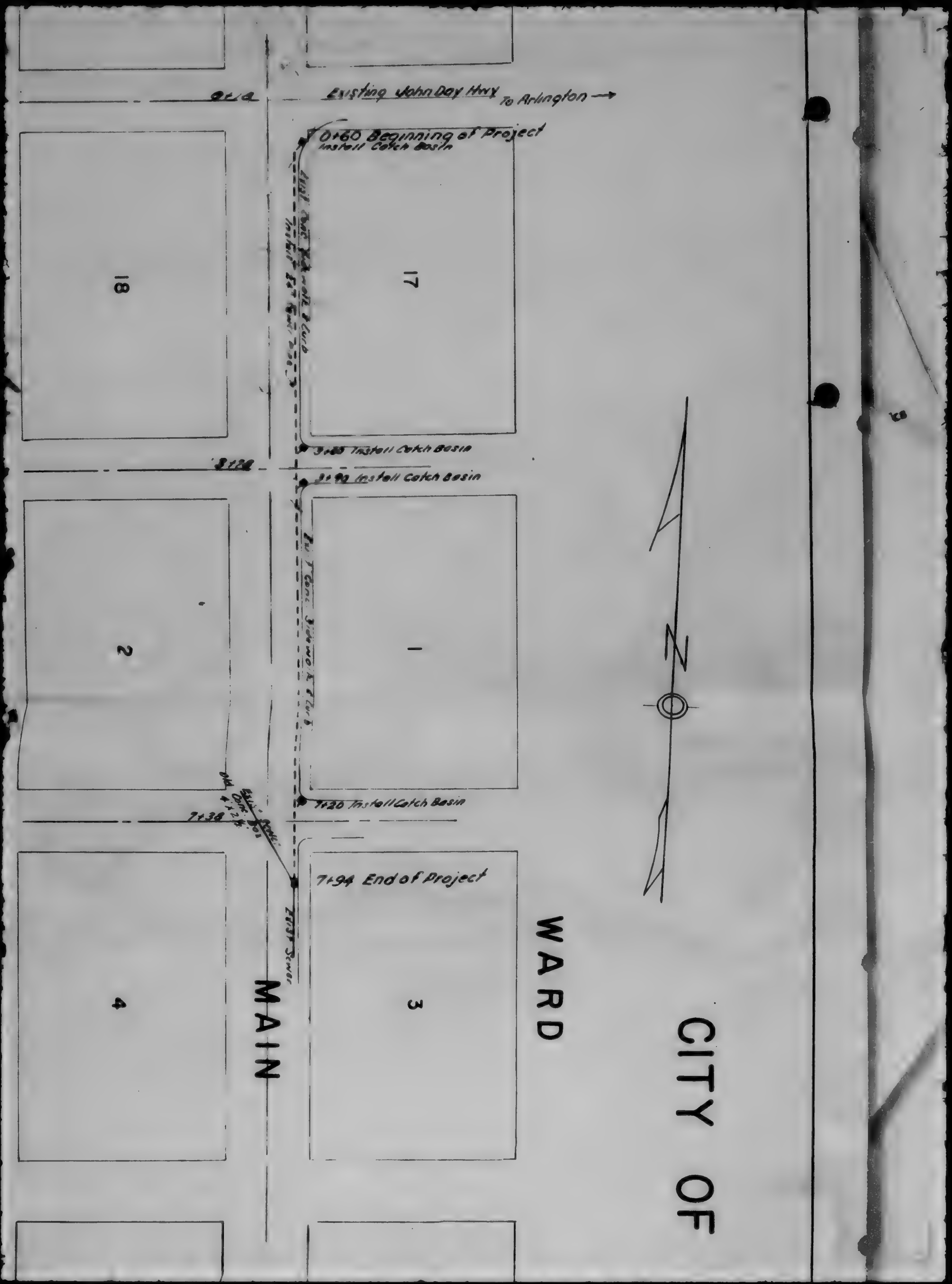
OURT
8
7
Exist Wood Curb
Area to be paved
BAYARD
3+20
MP 38
3+95
Hwy 670+01
Existing John Day Hwy
Exist. Conc. Curb
Const. Conc Curb
C
D
Exist. Catch Basin
6+80
PENNAYER
Oiled pavt
Install 300' 12" Conc Sewer Pipe
L
K
TRIMBLE
10+40
End of Project
To Fossil
P
Q

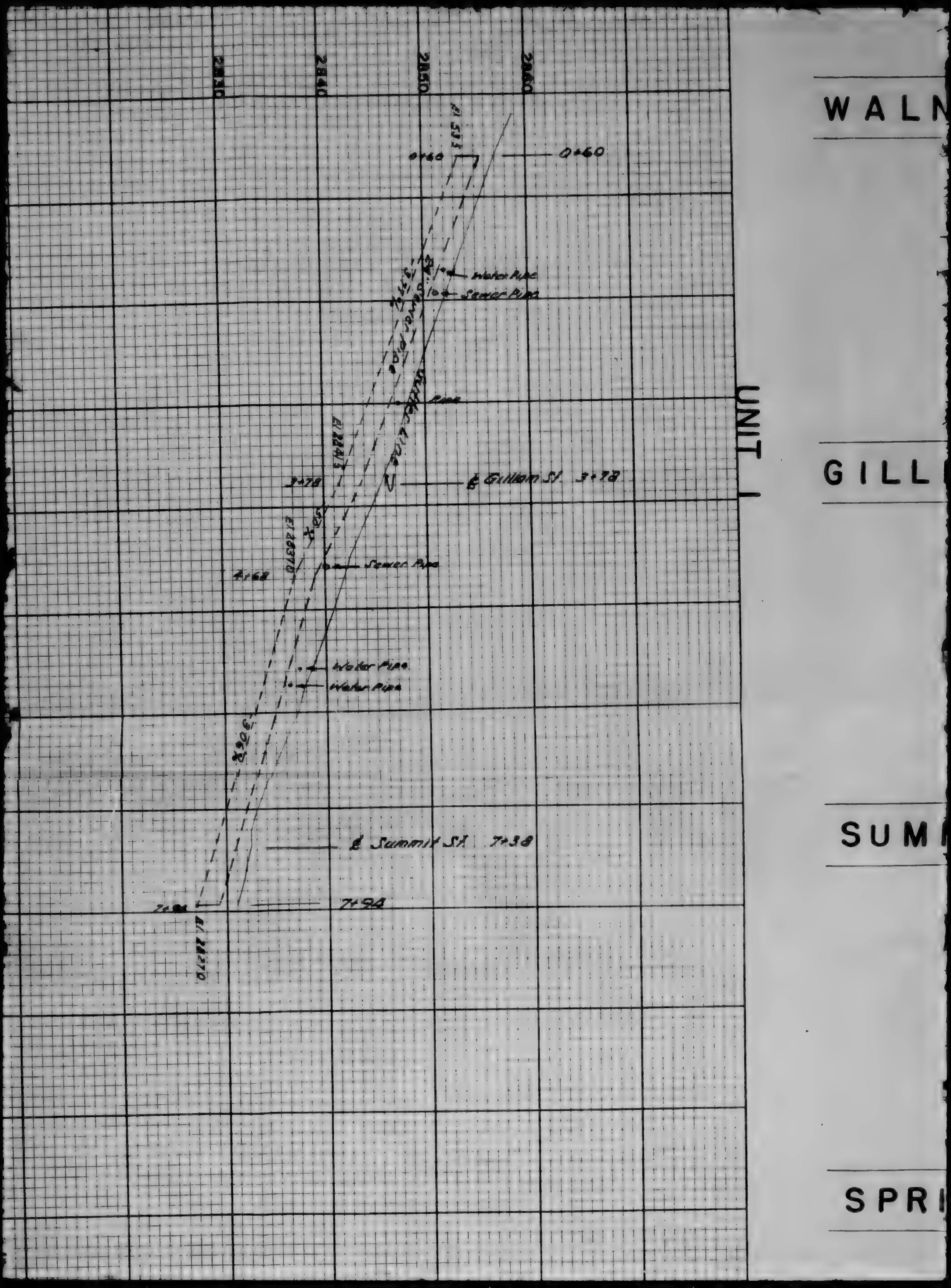
CITY OF CONDON
OREGON
MAIN
WARD
NG
URT
BAYARD
7+94 End of Project
Exist. Sewer
0+00
Beginning of Project
3+20
3+95
Hwy 670+01
MP 38
Exist. Wood Curb
Area to be paved
Existing
Const.
4
3
6
5
8
7
C
D



2
SUMMIT
OREGON
MAIN
4
SPRING
6
COURT
8
7
Sidewalk & Curb
7+20 Install Cat
7+38
Exist. Conc. 4x2½ Box
7+94 End o
Exist. Sewer
0+00
Beginning of Project
Exist. Wood Curb 2
Area to be paved

WALNUT
GILLIAM
SUMMIT
SPRING
OREGON
MAIN
UNIT I
18
17
2
1
4
3
0+14
Existing John Day Hwy
To Arli
0+60 Beginning of Project
Install Catch Basin
Exist. Conc. Sidewalk & Curb
Install 8" Conc. Pipe
3+40 Install Catch Basin
3+28
3+90 Install Catch Basin
Inst. 5' Conc. Sidewalk & Curb
7+20 Install Catch Basin
7+38
Old Exist. Conc. Box 4 x 2 ft.
7+94 End of Project
Exist. Sewer


0+14
Existing John Day Hwy
To Arlington →
0+60 Beginning of Project
Install Catch Basin
3+85 Install Catch Basin
3+28
3+99 Install Catch Basin
7+20 Install Catch Basin
7+38
7+94 End of Project
Sewer
18
17
2
1
4
3
N
MAIN
WARD
CITY OF


2830
2840
2850
2860
El 53.5
0+60
0+60
Water Pipe
Sewer Pipe
Pipe
El 2843
3+78
Ⲉ Gilliam St. 3+78
El 2837.0
4+68
Sewer Pipe
Water Pipe
Water Pipe
Ⲉ Summit St. 7+38
7+94
7+94
El 2827.0
UNIT I
WALN
GILL
SUMM
SPRI

COURT

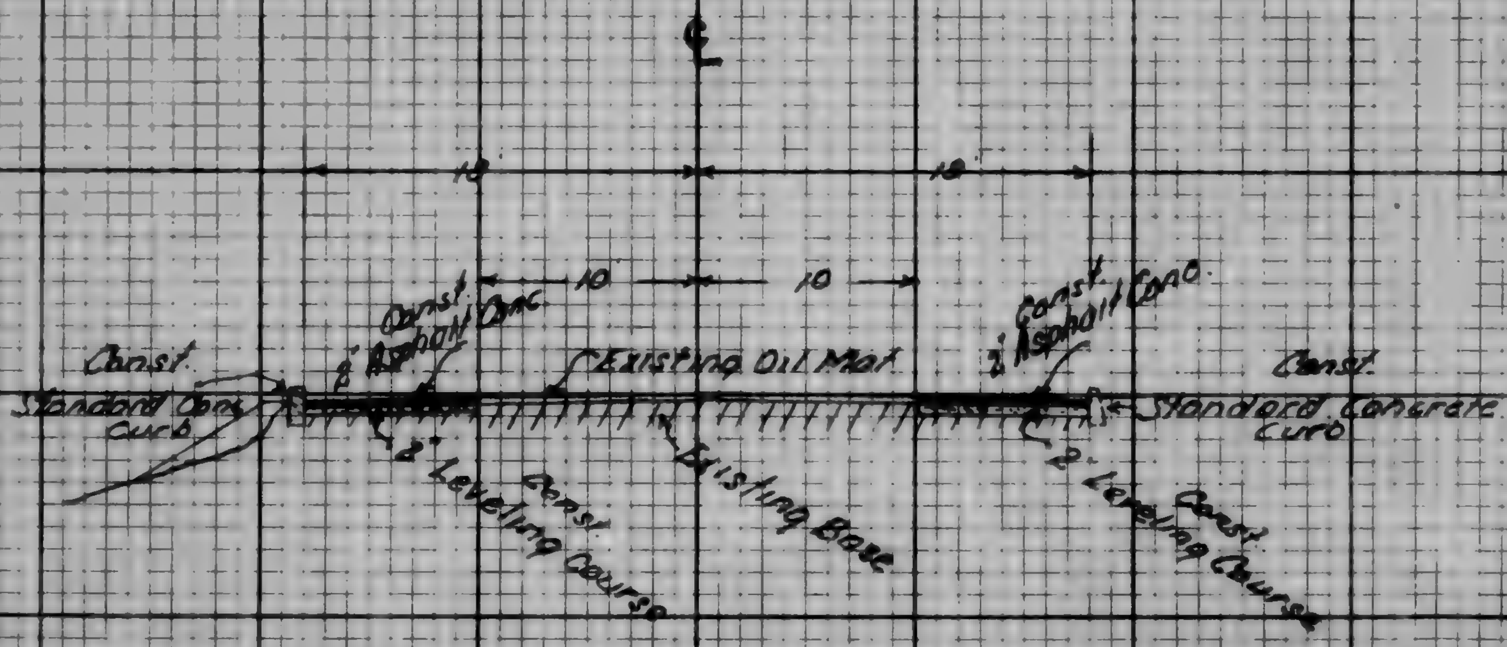
B

P

T

UNIT 2

TYPICAL SECTION


℄
10
10
10
10
Const.
2" Asphalt Conc.
Existing Oil Mat
Const.
2" Asphalt Conc.
Const.
Standard Conc.
Curb
Const.
Standard Concrete
Curb
2" Leveling Course
Const.
Existing Base
2" Leveling Course
Const.

Oregon

City C

Prop

Unit I.
Drain
On Mo

Unit 2
Pavin
On Mo

Scale:

FORM E-30 25M 9-51 82319

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
August 10, 1953

SUBJECT:

To:

Mr. H. G. Smith
Construction Engineer
Salem, Oregon

Dear Mr. Smith:

When the Commission made their inspection trip through this division Mr. William's requested that we make an estimate for the storm sewer work in Condon.

Mr. Walker has now completed his estimate and his sketch and estimate is submitted herewith.

There is also enclosed a letter from the City of Condon requesting assistance in this work.

I have changed the first 300' of sewer pipe from 24" to 18" and Mr. Walker's estimate to a total of $6060.00.

This is $2560.00 more than the city estimated due to larger pipe and to the fear that excavation costs may run pretty high.

On same sketch is plan for paving and curbingat city park see separate letter.

Very truly yours,

A. F. Parson
Division Engineer

AFP:gb

FORM E-80X 25M 9-50 42209

RECEIVED
1953

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Boardman, Oregon
Aug. 4, 1953

SUBJECT:
City of Condon Proposed
Storm Drain Sewer Project
And widening of Park Area
on Main Street.

To:
Mr. A.F. Parsons
Division Engineer
Oregon State Highway Dept.
La Grande, Oregon

Dear Sir:

As per request I have made an estimate of the planned Storm Drain Sewer System which the City of Condon wishes to construct. I met with the Mayor and a portion of the City Council and went over this project in detail with them and the attached map and profile show the proposed work. I have called this project Unit 1.

I might note that all of the quantities, sizes of pipe and other details are my own estimate of what is best to place and were arrived at from not only the existing conditions but from trying to estimate future needs as well.

I have shown as needed, 24" Sewer Pipe. From data acquired from the City Heads and other local buisiness men it appears that the system as proposed is needed not only to take care of the normal drainage but to take care of a peak period in which there is generally a quick run-off in the spring of the melting snows due to chinook winds. It appears that at these times as well as in heavy rains that the water accumulates to the extent of going over the existing sidewalks and over the approaching streets to their main street. From looking over the contour of the ground this water probably comes from not only the Main Street area but from the side streets for a distance of two to three blocks. This will be mainly from the easterly side of the Main Street. There is also the possibility and if the city continues to grow, the probability that a storm drain system will in the future be constructed. If this happens it is very probable that the present proposed system will become a very major part of the whole system and that the City will want to tap on additional drainage pipes. I believe under these conditions that the 24" Sewer pipe is waranted for the entire length although for the present need a size smaller might be ample.

I have shown the price of the Trench Excavation at $ 5.00 / Cu. Yd. It is my opinion that this is probably a very economical price and I doubt that it could go much cheaper. From Sta. 0 + 60 to 4,+ 00 there is existing evidence that there is solid rock lying under approximatly an average of 12 to 18 inches of top soil. This is noted especially from the existing water and sewer lines which are at these depths and laying on top of this rock. From Sta. 4 + 00 to 7 + 94 the depth of top soil may be somewhat deeper as I understand from the local inhabitants that this area or a portion of it was in a small fill from the original ground, however it is likely that considerable solid rock will be encountered in this area. It is my estimate that at least 50% of the trench excavation quantities will be solid. This is a dice rock formation as near as I can determine. To take out this excavation along the curb under these conditions where it is very possible that some of it may have to be shot to loosen it, will be quite expensive. I question whether my $ 5.00 is quite high enough. It is necessary to go to a 4 to 5 ft. depth to go under all of the existing water and sewer laterals from the different business establishments. I have checked these where possible as shown on the profile but there will probably have to be adjustment in the grade as shown when the work is done.

FORM E-30X 25M 8-50 42289

SUBJECT: City of Condon Projects

To: Continued--

The remainder of the items on this project are self explanitory . You may wish to change some of my prices however. I know that I am quitea little over everybody elses estimate but that is the way it looks from here.

Project 2 or Unit 2 is curbing and widening as shown on the plan and profile along with paving with Asph.Conc.

I have gone along with the basis that there is existing base under most of the 8 ft widening area and about all that is needed is some leveling course. As I understand it this area is not to be used as a parking area and will be so signed but more of a beautification project than anything else.

The remainder of this unit is pretty much self-explainatory on the plan. Prices may need adjusting.

The approximate cost of this survey is $ 100.00. You can get us a work order or we can absorb this in our projects here as you wish.

Very truly yours

John M. Walker
Resident Engineer

Council meets First Wednesday
evening of each month

Telephone 773

City of Condon

Condon, Oregon

July 8th 1953

Mr. V. H. Coffey
Resident Engineer,
Oregon State Highway Commission
John Day, Ore

Dear Sir:

A problem has arisen in the City of Condon that appears to involve both the interests of the City and of the State, or to be more Specific, of The State Highway Commission.

As you know the Highway, Oregon State #19, uses main street from where it enters Condon from the south for a distance of eight blocks until it turns right and three blocks east until it turns north to leave Condon.

The City has a storm sewer that comes across main street on a diagonal, entering main street at a point 125 feet above the intersection of Main and Summitt streets, crossing the street in a southernly direction and reaching the curb some 40 feet below the intersection of Main and Summitt streets, this sewer is 42" in diameter where it leaves main street, the same above main street, but it was hand built under main street with masonery and Concrete, and I believe a little larger.

On the right hand side of ~~th~~ main street, facing north, a point some 40 feet below or south of the intersection of Summit and main streets, to the intersection of Main and Gilliam Streets is a distance of 400 feet, due to the slope or contour of the land there is no way to drain surface water and we have considerable difficulty during heavy rains or the spring run off, continuing north, crossing Summit street and going another 200 feet would enable all of this water to be taken care of.

It is our opinion that 400 feet of 18 inch storm sewer to the intersection of Main and Gilliam streets and 260 feet of 12 inch storm sewer from the end of the 18 inch line, with either three or four catch basins would eliminate this trouble.

Our estimate of the cost of this project is around $2,500.00, The City of Condon is in a position to assume 50% of this cost, and would appreciate very much if the State would assume the balance.

The Estimate of course is only an estimate, if the State is in a position to participate we would be pleased to go ahead and obtain definate figures as to excavation, cost of pipe, laying pipe, the repaving I am sure you would be in a far better position to figure the cost on than any figures we could get.

It is our opinion as near as can be determined that about half of the water we are having trouble with originates on that portion of main street over which Highway 19 runs, the balance belongs to us,

Any assistance that can be given us in this matter will be very much appreciated.

Yours very truly,

City of Condon,

By James O Burns
Mayor

Form [illegible]

OREGON STATE HIGHWAY
COMMISSION
COLUMNAR TABULATION SHEET

SHEET .... OF .... SHEETS

City of Condon

Unit 1 Storm Drain Sewer System on Main St.

Summary of Estimate

No.	Item	Unit	Quantity	Unit Price	Cost
1	Trench Excavation	Cu. Yd.	500	$ 5.00	$ 2,500.00
2	[illegible] Sewer Pipe	Lin. Ft.	760	$ 4.00	3,040.00
3	Catch Basins	Each	4	$ 100.00	400.00
4	Plant Patching	Ton	35	$ 12.00	420.00
	Total Estimated Cost				$ 6,360.00

UNIT No 1

Form [illegible]

OREGON STATE HIGHWAY
COMMISSION
COLUMNAR TABULATION SHEET

SHEET .... OF .... SHEETS

City of Condon

Unit 1 - Main Sewer System on Main St.

Item 1 Trench Excavation

			Length	Depth	Width			
0+60 -	3+50		290 ft	× 4.0 ft 27	× 4.0 ft	= 172	Cu Yds	
3+50 -	6+00		250 ft	× 4.5 ft 27	× 4.0 ft	= 167	Cu Yds	
6+00 -	7+94		194 ft	× 4.0 ft	× 4.0 ft =	115	Cu Yds	
						454	Cu Yds.	Total
			10% Allowance					
	454 Cu Yds	+ 46 Cu Yds		=	500 Cu Yds			

Form E-49—1M

OREGON STATE HIGHWAY
COMMISSION
COLUMNAR TABULATION SHEET

SHEET .... OF .... SHEETS

City of Condon

Unit 1. Drain Sewer System on Main St.

Item 2 [illegible]" - Sewer Pipe.

0+60	-7+94	=	734	Lin. Ft.			
Connection for							
4-Catch	Basins	=	12	Lin. Ft.			
			748	Lin. Ft.	Total		
Extra	Allowance		12	Lin. Ft.			
			760	Lin. Ft.	Grand Total		

Note: Allowance is in case Drain Basin at Sta. 0+60 is moved further back around curb return.

Form 2-10-1M

OREGON STATE HIGHWAY
COMMISSION
COLUMNAR TABULATION SHEET

SHEET .... OF .... SHEETS

City of Condon

Unit 1 Storm Sewer System on Main St.

Item 3 Catch Basins (OSHC standard)

0+60		1	Catch Basin					
3+60		1	"	"				
3+90		1	"	"				
7+20		1	"	"				
		4	Catch Basins	Total.				

Form [illegible]

OREGON STATE HIGHWAY
COMMISSION
COLUMNAR TABULATION SHEET

SHEET .... OF .... SHEETS

[illegible] at Con[illegible]

[illegible] [illegible] System [illegible] St.

Item 4 [illegible]

[illegible]

[illegible]

720 × 4.0 [illegible] = 58[illegible]

[illegible] 1½ Tons = 1 Cu. Yd.

[illegible]

21.[illegible] × 1.5 = [illegible] Tons

[illegible] Tons + [illegible] = [illegible] Tons Total.

[illegible]

no 40

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

July 13, 1953

Mr. Edwin P. Morgan
City Recorder
Condon, Oregon

Dear Sir:

This is to acknowledge receipt of a resolution adopted by the City of Condon requesting aid from the annual $250,000 Special City Allotment Fund.

The results of the investigation of your requested project will be presented to the Highway Commission for consideration in forming the 1954 program.

Very truly yours,

R. H. Baldock
State Highway Engineer

By
John W. Cattrall
John W. Cattrall
Engineer, County and City Relations

RHP:MM

RESOLUTION

WHEREAS, Section 2 of Chapter 149, Oregon Laws 1949, provides:

> "Beginning with the year 1949 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O.C.L.A.; section 15, chapter 413, Oregon Laws 1945, as amended by section 4, chapter 114, Oregon Laws 1947; and section 29, chapter 467, Oregon Laws 1947; and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act."

and

WHEREAS, Section 3 of said act provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of two hundred fifty thousand dollars ($250,000) shall be withdrawn from such appropriation each year and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said two hundred fifty thousand dollars ($250,000) shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities."

and

WHEREAS, the City of Condon is an incorporated city of the State of Oregon, and has a population of 968 ~~1000~~, as given by the latest official census, and

WHEREAS, the following streets of said city, **Lincoln from Byard to and including Well St - Well St from Oregon to East St , Also one block of Well St. from John Day Highway to East St. Also one block of Ward Street and one block of East St. from Wasco - Hepner Highway.**

Form cc-50
Special City Allotment

are not a part or parts of the state highway system, but are streets of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy industrial traffic," and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement, and such city is without necessary funds with which to do said work,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit,

Same as above

are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair by reason of a sudden increase in population in the area, or because of excessive and unusual industrial traffic, and the city is without the funds necessary to put said streets in proper condition for the traffic to which they are being subjected.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning,

repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues.

4. That the City of Condon does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate Robert Eaton as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 1st day of July, 1953.

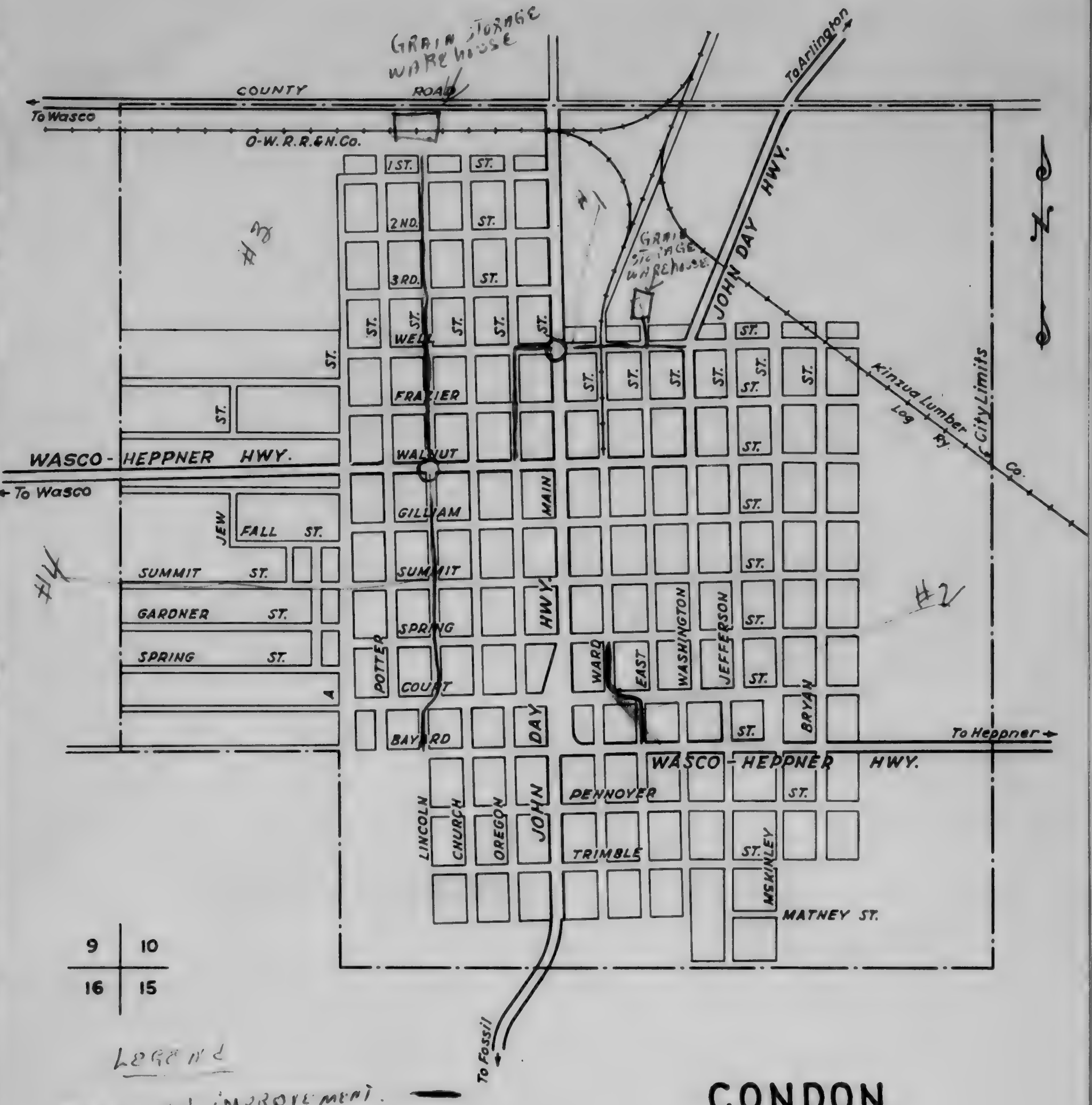
There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

- -

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Condon, Oregon at a [✓ regular] or special meeting of said Council, held on the 1st day of July, 1953, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 3rd day of July, 1953.

City Recorder


GRAIN STORAGE WAREHOUSE
COUNTY ROAD
To Wasco
O-W.R.R.&N.Co.
To Arlington
1ST. ST.
2ND. ST.
3RD. ST.
WELL ST.
FRAZIER
WALNUT
GILLIAM
SUMMIT
SPRING
COURT
BAYARD
#1
#2
#3
#4
GRAIN STORAGE WAREHOUSE
JOHN DAY HWY.
Kinzua Lumber Co. Log Ry.
City Limits
N
WASCO-HEPPNER HWY.
To Wasco
JEW
FALL ST.
SUMMIT ST.
GARDNER ST.
SPRING ST.
MAIN
HWY.
DAY
JOHN
POTTER
WARD
EAST
WASHINGTON
JEFFERSON
BRYAN
To Heppner
WASCO-HEPPNER HWY.
PENNOYER
TRIMBLE
LINCOLN
CHURCH
OREGON
MCKINLEY
MATNEY ST.
ST.
9
10
16
15
To Fossil

Legend

Proposed improvement. —

CONDON

Scale 1"=800'

Rev. 7, 23 '47

5.

RECEIVED
FOR FILING
FORM E-30 25M 9-51 82315

Maint
Drainage

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

John Day, Oregon
June 17, 1953

NOTED
W. C. WILLIAMS

SUBJECT:

To:

Mr. E. R. Fatland
Condon, Oregon

Dear Sir:

We have received copy of a letter to you from Mr. W. C. Williams, Assistant State Highway Engineer, advising you that Mr. V. H. Coffey, District Maintenance Superintendent at John Day, would contact you in the near future regarding disposal of storm water on Main Street in the City of Condon.

Mr. Coffey is now on vacation and is not expected back in John Day until June 29th. He will contact you shortly after his return.

Very truly yours,

Office Clerk.

mh

cc: W. C. Williams
John W. Cattrall

RECEIVED
FOR FILING

Maint
Drainage

June 15, 1953

Mr. E. R. Fatland
Condon, Oregon

Dear Sir:

I have before me your letter of May 22 addressed to Mr. Cattrall, having reference to the disposal of storm water on Main Street in the city of Condon.

Mr. Cattrall advised you that possibly the Commission would look this over on one of their inspection trips this summer, but in the meantime, by copy of this letter, I am requesting Mr. V. H. Coffey, District Maintenance Superintendent at John Day, to contact you and determine what the City has in mind, so that he can prepare an estimate of cost of the work for the information of the Commission. Mr. Coffey should contact you in the near future.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

[redacted]

cc Mr. V. H. Coffey
Mr. John W. Cattrall

FORM E-90 37,000 4-52 56905

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 5, 1953

SUBJECT:

To: Mr. W. C. Williams
OFFICE

NOTED
W. C. WILLIAMS

Copy

Attached is a copy of a letter from Mr. E. R. Fatland of Condon. Mr. Fatland points out a problem within the city of disposing of storm water on Main Street which is the route of the John Day Highway.

John W. Cattrall
John W. Cattrall
Engineer, County and City Relations

JWC:MM
Att.

RECEIVED
JUN 5 1953
OFFICE OF
STATE HIGHWAY ENGINEER

[redacted]

E. R. FATLAND
Tires Vulcanizing Accessories Batteries

CONDON, OREGON

May 22nd 1953

Mr. John Cattral,
Oregon State Highway Commission
Salem, Ore

Dear Sir:

The City of Condon is faced with a problem of disposing of Storm Water on Main Street in the City of Condon, which street is also used by the State of Oregon for the State Highway.

Would it be possible the next time you are in this part of the State to visit Condon and look the situation over and see if it is possible that the State could assist to some extent in helping aleviate this condition.

I am certain that any assistance you could render would be greatly appreciated.

Yours very truly,

(sgd) E. R. Fatland

S-168(1) East Unit, Rock Cr. Haines 1954
Sec. of the Rock Cr. Co. Rd.
4197 Folder #2

Form A-130—10M—12-54

NOTED
J. W. CATTRALL

INVOICE

Oregon State Highway Department

Salem, Oregon

Harold C. [illegible]

Invoice No. 43620

Date February 9, 1956

Your Req. No.

Billing Request No. cc-215

Credit distribution: 501-1024-297

Baker County
Baker, Oregon

Attn: County Court

Rock C.

Final billing county's share total cost of East unit, Rock Creek - Haines section, FAS 507, Baker County. Covered by agreement dated May 4, 1954.

Original Advance Deposit	12,700.00	
Less: Amount previously transferred	7,700.00	
Balance Advance Deposit		5,000.00
County share of total costs as per attached	12,077.82	
Less: Amount previously transferred	7,700.00	
Balance		4,377.82
To be refunded		$ 622.18

RECEIVED
FEB 10 1956

NOTED
V. R. JONES

State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:mm
Att.

NOTED
V. R. JONES

NOTED
Harold C. Ayers

February 7, 1956

Baker County Court
Courthouse
Baker, Oregon

NOTED
J. W. CATTRALL

J. F. HAGEMANN

Gentlemen:

Final costs of the East Unit, Rock Creek-Haines section of FAS 507 are now available and it has been determined that the agreed County share of these costs is $12,077.82 as shown in the attached cost statement. As the County initially deposited $12,700 a refund of $622.18 is due. This refund will be made by means of a check from our accounting division within the next few days.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:mm
Att.

ITEMIZED STATEMENT OF FINAL COSTS

OREGON STATE HIGHWAY DEPARTMENT

Contract No. 4197 Date 2/6/56

County Baker Section East Unit, Rock Creek-Haines. Completed 6/2/55.

FAS 507

PAYMENTS TO CONTRACTOR

Item	Unit	Unit Price	Total Qty.	Total Cost
1. Clearing & grubbing	all	$1,500.00	100%	$ 1,500.00
2. Structural excav., unclass.	c.y.	3.00	92.81	278.43
3. Trench excavation, unclass.	c.y.	4.00	6.41	25.64
4. Special borrow excav., unclass.	c.y.	0.30	9,376	2,812.80
5. General excavation, unclass.	c.y.	0.25	3,318.5	829.63
6. Truck haul on special borrow	yd. mi.	0.20	13,098.5	2,619.70
7. Finish roadbed & slopes	mile	500.00	1.53	765.00
8. 58" arch type c.m. pipe	l.f.	25.25	32	808.00
9. 18" c.m. siphon pipe	l.f.	6.00	50	300.00
10. 12" concrete pipe	l.f.	2.28	426	971.28
11. Salvage culvert pipe	l.f.	3.00	50	150.00
13. Class "A" concrete	c.y.	75.00	57.22	4,291.50
14. Metal reinforcement	lb.	0.12	8,799	1,055.88
15. Coarse gravel in base	c.y.	0.85	8,296	7,051.60
16. 3/4"-0 gravel in base & shldrs.	c.y.	4.27	1,425	6,084.75
17. Sprinkling	M gal.	4.00	53.2	212.80
18. 3/4"-0 gravel in binder course	c.y.	4.20	210	882.00
19. Furnish & place aggregates	c.y.	4.70	940	4,418.00
20. " " " MC-2 asphalt	Ton	60.00	32.55	1,953.00
21. " " " 150-200 asphalt	Ton	60.00	68.29	4,097.40
22. " " " RS-1 asphalt	Ton	60.00	22.23	1,333.80
P.A. #1 Cement adjustment in favor of contractor	bbl.	4.29	1	4.29
P.A. #2 Purchase excess aggregate in stockpile	c.y.	0.75	185	138.75
Subtotal.....				$42,584.25
Construction Engineering.....				5,232.32
Transfer of rock purchased under P.A. #2.....				138.75 credit
TOTAL CONSTRUCTION COST.....				$47,677.82
FEDERAL FUNDS COLLECTED FOR PROJECT.....				$27,200.00

AGREED COUNTY SHARE TOTAL COSTS:

100% of all costs over $44,000 =	$ 3,677.82
50% of difference between $44,000 & federal funds collected =	8,400.00
TOTAL..................	$12,077.82

County Advance Deposit =	$12,700.00
Less county share total costs	12,077.82
REFUND DUE BAKER COUNTY	$ 622.18

JFH:mm

FORM 230—30M—2-55—82986

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
January 4, 1956

RECEIVED
JAN 5 1956
ENGINEER
COUNTY & CITY RELATIONS

SUBJECT: E. Unit, Rock Creek-Haines Section
FAS #507 in Baker County
Mission-Cayuse Section
FAS #473 in Umatilla County

To:

Mr. John F. Hagemann
Ass't. County & City Relations Engr.
Salem, Oregon

NOTED
J. W. CATTRALL

In answer to your letter of December 29, 1955 in regard to final costs for the East Unit, Rock Creek-Haines Section, FAS #507 in Baker County and the Mission-Cayuse Section, FAS #473 in Umatilla County, we find no additional charges on these projects.

Therefore, the costs as shown on the November books should be final.

A. F. Parson
A. F. Parson
Division Engineer
by: Howard C. Johnson

AFP:ce

NOTED
Harold C.

NOTED
J. W. CATTRALL

Salem, Oregon
December 29, 1955

Final Costs, FAS Projects:
FAS 507, Baker County
FAS 473, Umatilla County

Mr. A. F. Parson, Div. Engineer
Oregon State Highway Department
La Grande, Oregon

NOTED
J. F. HAGEMANN

This office is in the process of making final settlement with Baker County on the costs of the E. Unit, Rock Creek-Haines section of FAS 507, and with Umatilla County on costs of the Mission-Cayuse section of FAS 473. It would be appreciated if you would advise whether any costs which would not have appeared on the November books are to be expected.

The Rock Creek-Haines section was constructed under contract number 4197, prefix 501-1024. The Mission-Cayuse section was constructed under contract number 4279, prefix 530-1040. Your early attention to this matter would be appreciated.

John F. Hagemann
Asst. Engr., County and City Relations

JFH:mm

RECEIVED
AUG 19 1955
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
August 12, 1955

5-1-8(1)
(CONTRACT NO.) 4197

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
~~4197~~	7-Final	Stephens & Carnes Const Co. Assign: General Casualty Co. of America

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
16040	4197	$ 1,[illegible].12	8/11/55

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: Sept. 15, 1954

Time Extensions: to June 2, 1955 without penalty

Completion Date: June 2, 1955

Date Accepted: June 30, 1955

Penalties: None of record

Claims: There are several claims on record of which the Surety has been notified.

Remarks:

Date: 8-16-55

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed:

Ruth Rawlings

RECEIVED
AUG 1 - 1955
FOR FILING

S-142 (1)
4197

July 29, 1955

CERTIFIED MAIL

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Dear Sir:

State Highway Contract No. 4197 for work performed on the East Unit,Rock Creek-Haines Section of the Rock Creek County Road in Baker County was completed by the contractor, Stephens & Carnes, on June 2, 1955 and was formally accepted by the Highway Commission on June 30, 1955.

Final payment in the amount of $1,412.12 will be released to the contractor, assigned to General Casualty Company of America, on or after August 8, 1955. The total contract amount is $42,584.25 and no force account work was performed on the project.

There are several unsatisfied claims filed against this contract for which we have not received releases aggregating approximately $3,100.00, of which you have been previously notified.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

Listed on card
gl

Lewis B.

RECEIVED
JUL 23 1955
FOR FILING

5-1 x 11
4197

July 21, 1955

General Casualty Company of America
Portland Service Office
209 S. W. 4th Avenue
Portland 4, Oregon

Attention: Mr. O. W. Burnett

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by E. H. Itschner, Molalla, against Stephens and Carnes Construction Company in the amount of $500. The claim is for a roller used on Stephens and Carnes' job in the vicinity of Haines, known to us as Contract No. 4197, for grading and oil-mat surfacing the East Unit, Rock Creek-Haines Section of the Rock Creek Baker County Road.

This information is provided as your Company appears as Surety on the Performance Bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp
Enclosure

cc Stephens & Carnes Construction Company
P. O. Box 448
Junction City, Oregon

Mr. Robert Cross
111 East Broadway
Eugene, Oregon

NOTED ON CARD
jf

Molalla, Oregon
July 14, 1955

Secretary of State
Salem, Oregon

Gentlemen:

Notice hereby is given that the undersigned, E. H. Itschner Co., has a claim for rental of a roller used on Stephens & Carnes' job in the vicinity of Haines in the sum of Five hundred dollars ($500.00) against the bond taken from The General Casualty Company of America, through Robert Cross, 111 East Broadway, Eugene for the work of Stephens and Carnes' Construction Co., job in the vicinity of Haines, Oregon, which contract was completed June 2, 1955, and accepted by the Highway Commission on June 30, 1955.

E. H. ITSCHNER CO.

By D R Itsch
D. R. Itschner

SECRETARY OF STATE
RECEIVED
JUL 19 1955
EARL T. NEWBRY

File No. 3514

FILED
JUL 19 1955
EARL T. NEWBRY
SECRETARY OF STATE

RECEIVED
JUL 23 1955
FOR FILING

Ivins #

[illegible]
4197

July 21, 1955

Honorable Earl T. Newbry
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Gentlemen:

Thank you for your letter of July 19 to which was attached three copies of a claim filed with your office by E. H. Itschner Company against Stephens & Carnes Construction Co. This claim in the amount of $500 pertains to our Contract No. 4197 and bears your file No. 3514

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp

NOTED ON CARD

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

Jul [illegible], 1955

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from [illegible] Service, [illegible], [illegible], Oregon [illegible] of this date, [illegible] of claim of [illegible] Co., for rental of [illegible] in the sum of $500.00 [illegible] through Robert Gross, 111 West Broadway, [illegible] Contract No. [illegible] vicinity of [illegible], Oregon, which contract was completed June [illegible], and accepted by the Highway Commission on June [illegible].

We are enclosing three copies of the claim for your information and files. File No. 9514.

Kindly acknowledge [illegible] for our records.

Very truly yours,

[illegible]
Secretary of State

Geo. C. Stephens

By
Clerk, Records Division.

[illegible]:k
Enc.

RECEIVED
JUL 20 1955
STATE HIGHWAY COMMISSION

NOTED ON CARD
gf

RECEIVED
JUL 20 1955
FOR FILING

[illegible]
4197

July 19, 1955

General Casualty Company of America
Seattle 5, Washington

Attention: Mr. A. R. Eby
Claims Department

Gentlemen:

This is to acknowledge your letter of July 13 in which you request a copy of the claim filed by Industrial Air Products Company against State Highway Contract No. 4197 awarded to Stephens & Carnes Construction Co. A copy of this claim is attached.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp
Enclosure

H. K. DENT
CHAIRMAN OF THE BOARD
W. L. CAMPBELL
PRESIDENT

GENERAL
CASUALTY COMPANY
OF AMERICA
SEATTLE 5

July 13, 1955

Oregon State Highway Department
Salem, Oregon

Attention: H. B. Glaisyer, Secretary

Gentlemen:

Our file 36-15803 - Principal: Stephens & Carnes Construction Co.
State Highway Contract # 4197

Your letter of July 8, 1955, addressed to Mr. Burnett of our Portland Office, has been forwarded on to me for our records.

We cannot locate a copy of the claim that was filed by Industrial Air Products Company. We would appreciate your forwarding on to us a copy of this claim so that we may properly investigate it to determine whether it is a proper claim under the bond.

We believe that Stan Maves of our Portland Office, has advised you of our action on the outstanding claims. In addition to what he has already informed you, the Morris-Nelson Company claim has been denied because the parts and labor was for betterment to equipment after the job was already completed. The Harold Taylor claim is being investigated and we shall advise you of our final disposition. The Basche Sage Hardware Company claim is still in the process of being negotiated and we shall advise you of its' disposition.

Thank you for your attention to this matter.

Very truly yours,

A. R. Eby

A. R. Eby
Claims Department
bab

RECEIVED
JUL 14 1955
OREGON
STATE HIGHWAY COMMISSION

REFERRED TO

INDUSTRIAL AIR PRODUCTS CO.

HOME OFFICE
3200 N. W. Yeon Ave.
Phone Capitol 9231
Portland 10, Oregon

Cable Address: INDAIR

December 28, 1954

Oregon State Highway Commission
Salem,
Oregon

Subject: Stephen & Carnes Construction Co.
Baker, Oregon

COPY

Gentlemen:

We have a small bill against these people, covering merchandise purchased from us at Haines, Oregon, covering a job they were doing for the Oregon State Highway Commission in Haines, Oregon.

The bill is not large, but we are not able to secure any money so far, and are wondering if you can tell us anything about the settlement on this situation in Eastern Oregon.

We believe that the Home Office address of Stepghen & Carnes Construction Co. is Junction City, Oregon, Box 448, but all of our correspondence has been directed to them at Box 847, Baker, Oregon

Rest assured that we will appreciate hearing from you accordingly.

Yours very truly,

INDUSTRIAL AIR PRODUCTS CO.

/s/ W. M. Ellis
W. M. Ellis, Office Manager

WME/ep

RECEIVED
JUL 11 1955
FOR FILING

S-168(1)
4197

July 11, 1955

Stephens & Carnes Construction Co.
P. O. Box 448
Junction City, Oregon

Gentlemen:

The State Highway Commission at its meeting held on June 30 had under discussion your request for an extension of time from September 15, 1954 to August 31, 1955 within which to complete your contract No. 4197, covering the East Unit, Rock Creek-Haines Section of the Rock Creek County Road, Baker County.

We are pleased to inform you that the Highway Commission granted your request from September 15, 1954 to and including June 2, 1955, the actual completion date of the contract, without penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By
Floyd Query, Assistant Secretary

gl

cc: A. F. Parson,
Division Engineer

C. D. Cannon
Resident Engineer

W. G. Smith,
Construction Engineer

RECEIVED
JUL 12 1955
FOR FILING

S-168 (1)
4197

July 11, 1955

Johnson, Johnson & Harrang
65 East Broadway
Eugene, Oregon

Attention: Mr. James P. Harrang

Gentlemen:

This is to acknowledge receipt of your letter of July 9 to which was attached an affidavit signed by Laher Spring and Tire Corporation concerning their claim against Stephens & Carnes Construction Company in the amount of $104.13, in connection with our Contract No. 4197 for work on the East Unit, Rock Creek-Haines Section of the Rock Creek Baker County Road.

We are forwarding by separate mail the certified copy of contract and bond No. 4197.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd A. Query
Assistant Secretary

FAQ:fp

NOTED ON CARD

JOHNSON, JOHNSON & HARRANG
ATTORNEYS
65 EAST BROADWAY
EUGENE, OREGON

H. V. JOHNSON
HAROLD V. JOHNSON, JR.
JAMES P. HARRANG
ARTHUR C. JOHNSON

DIAL 5-3364

July 9, 1955

State Highway Commission
Salem
Oregon

Re: Highway Department
Job No. 4197

Gentlemen:

Enclosed is Affidavit of Laher Spring & Tire Corporation bearing upon Highway Job No. 4197, for which job certified copy of contract and bond is requested to be furnished to this office.

Sincerely yours,

James Harrang
James P. Harrang

JPH:jm
Enclosure

RECEIVED
JUL 11 1955
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD

AFFIDAVIT

STATE OF CALIFORNIA)
) ss.
County of ALAMEDA)

F. P. PREVOST, of Oakland, Alameda County, State of California, being duly sworn deposes and says:

That he is the Secretary of the Laher Spring & Tire Corporation, a corporation organized under the laws of the State of Oregon, and carrying on business at 133 N. W. 15th Avenue, Portland 9, Oregon, and is duly authorized to make this affidavit upon its behalf.

That Laher Spring & Tire Corporation has furnished materials to Charles B. Stephens and H. N. Carnes, dba Stephens and Carnes Construction Company at Highway Department Job No. 4197, known as the East Unit, Rock Creek Haines Section of Rock Creek Baker County Road. That the reasonable value of said materials is the sum of $104.13 plus interest thereon at 6 per cent per annum from October 30, 1954, until paid. That said $104.13 is unpaid.

Based upon the foregoing, application is made by Laher Spring & Tire Corporation for a certified copy of the contract and the bond pertaining to said Job No. 4197.

Laher Spring & Tire Corporation

By: F. P. Prevost

Title: Secretary

SUBSCRIBED and sworn to before me this 1st day of July 1955.

Margaret A. Nelson
Notary Public for ~~Oregon~~ CALIFORNIA
My Commission Expires:
My Commission Expires June 22, 1956

RECEIVED
JUL 12 1955
FOR FILING

S-168(1)
4197

July 8, 1955

General Casualty Company of America
Portland Branch Office
209 S. W. Fourth Avenue
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Gentlemen:

We have received and we wish to thank you for the following releases on assignments in connection with claims against Stephens & Carnes Construction Company on Contract No. 4197:

Soule Steel Company - $862.30
La Grande Concrete Pipe Co. - $423.37
Standard Oil Company of California - $1,755.02
Armco Drainage and Metal Products, Inc. - $786.06
Western Equipment Company - $370.95
Jack Proebstel - $475.00
Bechtel Brothers - $365.59
Haines Commercial Company - $49.35
Feenaughty Machinery Company - $1,300.00
Arthur Simonsen - $1,170.00

According to our records, the following claims are as yet unsatisfied:

Oliver M. Sudbrock - Transporting of roller - $228.37
Industrial Air Products Co. - Merchandise - no amount stated
Cass Moeller - Rent of water pump - $35.00
P. L. Crooks & Co., Inc. - Material - $619.95 plus $21.10 interest. This claim is apparently divided between Contract No. 4196, awarded to Coast Blacktop Paving Company for work at Condon and Contract No. 4197.
Miller's Truck Parts and Equipment - For a differential - $200.00
H. E. Hunt - Hauling gravel - $186.81

Morris-Nelson Co. - Parts and labor - $201.68
Basche Sage Hardware Co. - Parts and material - $262.69
Laher Spring & Tire Corp. - Tire - $107.33
Harold Taylor - Tractor rental - $1060.00.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp

NOTED ON CARD

RELEASE AND ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That, whereas, STEPHENS AND CARNES CONSTRUCTION COMPANY,
hereinafter referred to as PRINCIPAL, and General Casualty Company of America, a Washington corporation of Seattle, Washington,
hereinafter referred to as SURETY, executed a bond dated May 20, 1954
in favor of OREGON STATE HIGHWAY DEPARTMENT,
hereinafter referred to as OBLIGEE, conditioned for the payment of persons supplying labor and material in the prosecution of the work provided in the following contract: Grading and oil mat surfacing of East unit, Rock Creek Haines Section of the Rock Creek Baker County Road. State Highway Contract #4197, and,

WHEREAS, certain labor and/or materials, described in the annexed account, were so supplied by the undersigned and have not been paid for by the PRINCIPAL and demand has been made upon the SURETY for payment thereof,

NOW, THEREFORE, the undersigned SOULE STEEL COMPANY
of Portland, Oregon in consideration of the sum of Eight Hundred Sixty-Two and 30/100 - - - - - - - - Dollars ($ 862.30)
paid to the undersigned by the SURETY, the receipt of which is hereby acknowledged, has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto the SURETY, its successors and assigns, to its own proper use and benefit, any and all sums of money now due or to grow due upon the annexed account or otherwise from the PRINCIPAL, and does hereby warrant and affirm that the labor and/or materials, described in the annexed account, were supplied by the undersigned in the prosecution of the work provided for in the contract hereinabove referred to;

And the undersigned does hereby give the SURETY, its successors and assigns, full power and authority for its own use and benefit, but at its own cost, to ask, demand, collect, receive, compound, and release, and in its name or otherwise to prosecute and withdraw any claims, suits or proceedings at law or in equity, therefor;

And for the consideration aforesaid, the undersigned does hereby release and forever discharge the SURETY and OBLIGEE of and from any and all claims and demands of every kind, character and description in law or in equity, which the undersigned has or may hereafter have against SURETY or OBLIGEE by reason of SURETY having become surety on said bond and/or by reason of the failure of the PRINCIPAL to make full payment to the undersigned for all labor and/or materials supplied by the undersigned as aforesaid.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 18th
day of January, 1955.

(CORPORATE SEAL)

SOULÉ STEEL COMPANY

By Edward Lee Soule Jr
EDWARD LEE SOULE JR.

Its PRESIDENT

RECEIVED
JAN 18 1955
SOULE STEEL CO.
SAN FRANCISCO

CORPORATE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
CITY AND SAN FRANCISCO) SS
COUNTY OF)

On this 18th day of January, 1955, before me personally appeared EDWARD LEE SOULE JR.,
to me known to be the PRESIDENT and
of SOULE STEEL COMPANY,
the corporation executing the above instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that the seal affixed is the seal of said corporation and that it was affixed and that he executed said instrument by order of the Board of Directors of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my OFFICIAL SEAL the day and year first above written.

(Notary Public, Residing at

(SEAL)

(Commission Expires)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF)
) SS
COUNTY OF)

On this day of , 19 , before me personally appeared
, to me known and known to me to be the individual(s) described in and who executed the foregoing instrument and acknowledged that executed the same for the purposes, considerations and uses therein set forth as voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL, the day and year first above written.

(Notary Public, Residing at

(SEAL)

(Commission Expires)

RELEASE AND ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That, whereas, **Stephens and Carnes Construction Co.**, hereinafter referred to as PRINCIPAL, and General Casualty Company of America, a Washington corporation of Seattle, Washington, hereinafter referred to as SURETY, executed a bond dated **May 20, 1954** in favor of **Oregon State Highway Department**, hereinafter referred to as OBLIGEE, conditioned for the payment of persons supplying labor and material in the prosecution of the work provided in the following contract: **Grading and oil mat surfacing of East Unit Rock Creek, Haines Section of the Rock Creek Baker County Road. State Highway Contract #4197.**, and,

WHEREAS, certain labor and/or materials, described in the annexed account, were so supplied by the undersigned and have not been paid for by the PRINCIPAL and demand has been made upon the SURETY for payment thereof,

NOW, THEREFORE, the undersigned **La Grande Concrete Pipe Company** of **La Grande, Oregon** in consideration of the sum of **Four hundred twenty three and 37/100 . . . . .** Dollars (**$423.37**) paid to the undersigned by the SURETY, the receipt of which is hereby acknowledged, has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto the SURETY, its successors and assigns, to its own proper use and benefit, any and all sums of money now due or to grow due upon the annexed account or otherwise from the PRINCIPAL, and does hereby warrant and affirm that the labor and/or materials, described in the annexed account, were supplied by the undersigned in the prosecution of the work provided for in the contract hereinabove referred to;

And the undersigned does hereby give the SURETY, its successors and assigns, full power and authority for its own use and benefit, but at its own cost, to ask, demand, collect, receive, compound, and release, and in its name or otherwise to prosecute and withdraw any claims, suits or proceedings at law or in equity, therefor;

And for the consideration aforesaid, the undersigned does hereby release and forever discharge the SURETY and OBLIGEE of and from any and all claims and demands of every kind, character and description in law or in equity, which the undersigned has or may hereafter have against SURETY or OBLIGEE by reason of SURETY having become surety on said bond and/or by reason of the failure of the PRINCIPAL to make full payment to the undersigned for all labor and/or materials supplied by the undersigned as aforesaid.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 3 day of February, 1955.

(CORPORATE SEAL)

La Grande Concrete Pipe Co.

By Dwight W. Klein

Its President

CA-417 1-51

CORPORATE ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Union)

On this 3rd day of February, 1955, before me personally appeared Dwight W. Kline, to me known to be the President and ______ of La Grande Concrete Pipe Co., the corporation executing the above instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that the seal affixed is the seal of said corporation and that it was affixed and that he executed said instrument by order of the Board of Directors of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my OFFICIAL SEAL the day and year first above written.

L. L. McMillan
(Notary Public, Residing at La Grande Oregon
NOTARY PUBLIC FOR OREGON
(Commission Expires My Commission Expires July 17, 19)

(SEAL)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ______)
) SS
COUNTY OF ______)

On this ______ day of ______, 19____, before me personally appeared ______, to me known and known to me to be the individual(s) described in and who executed the foregoing instrument and acknowledged that ______ executed the same for the purposes, considerations and uses therein set forth as ______ voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL, the day and year first above written.

______
(Notary Public, Residing at ______
(Commission Expires ______)

(SEAL)

RELEASE AND ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That, whereas, Stephens and Carnes Construction Co., hereinafter referred to as PRINCIPAL, and General Casualty Company of America, a Washington corporation of Seattle, Washington, hereinafter referred to as SURETY, executed a bond dated May 20, 1954 in favor of Oregon State Highway Department, hereinafter referred to as OBLIGEE, conditioned for the payment of persons supplying labor and material in the prosecution of the work provided in the following contract: Grading and oil mat surfacing of East Unit, Rock Creek, Haines Section of the Rock Creek Baker County Road. State Highway Contract #4197., and,

WHEREAS, certain labor and/or materials, described in the annexed account, were so supplied by the undersigned and have not been paid for by the PRINCIPAL and demand has been made upon the SURETY for payment thereof,

NOW, THEREFORE, the undersigned Standard Oil Company of California. of Spokane, Washington in consideration of the sum of One thousand seven hundred fifty five and 02/100 Dollars ($1,755.02) paid to the undersigned by the SURETY, the receipt of which is hereby acknowledged, has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto the SURETY, its successors and assigns, to its own proper use and benefit, any and all sums of money now due or to grow due upon the annexed account or otherwise from the PRINCIPAL, and does hereby warrant and affirm that the labor and/or materials, described in the annexed account, were supplied by the undersigned in the prosecution of the work provided for in the contract hereinabove referred to;

And the undersigned does hereby give the SURETY, its successors and assigns, full power and authority for its own use and benefit, but at its own cost, to ask, demand, collect, receive, compound, and release, and in its name or otherwise to prosecute and withdraw any claims, suits or proceedings at law or in equity, therefor;

And for the consideration aforesaid, the undersigned does hereby release and forever discharge the SURETY and OBLIGEE of and from any and all claims and demands of every kind, character and description in law or in equity, which the undersigned has or may hereafter have against SURETY or OBLIGEE by reason of SURETY having become surety on said bond and/or by reason of the failure of the PRINCIPAL to make full payment to the undersigned for all labor and/or materials supplied by the undersigned as aforesaid.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 3rd day of February, 19 55.

STANDARD OIL COMPANY OF CALIFORNIA

(CORPORATE SEAL)

By J D Hartup

Its Regional Credit Manage

CORPORATE ACKNOWLEDGMENT

STATE OF WASHINGTON)
) SS
COUNTY OF Spokane)

On this 3rd day of February, 1955, before me personally appeared J. D. Hartup, to me known to be the xxx Regional Credit Manager of Standard Oil Company of California, the corporation executing the above instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated ~~that the seal affixed is the seal of said corporation and that it was affixed and that~~ that he executed said instrument by order of the Board of Directors of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my OFFICIAL SEAL the day and year first above written.

Harry T. Davenport
(Notary Public, Residing at Spokane
(Commission Expires July 6, 1958)

(SEAL)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF)
) SS
COUNTY OF)

On this ____ day of ____, 19__, before me personally appeared ____, to me known and known to me to be the individual(s) described in and who executed the foregoing instrument and acknowledged that ____ executed the same for the purposes, considerations and uses therein set forth as ____ voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL, the day and year first above written.

(Notary Public, Residing at
(Commission Expires)

(SEAL)

RELEASE AND ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That, whereas, Stephens and Carnes Construction Company,
hereinafter referred to as PRINCIPAL, and General Casualty Company of America, a Washington corporation of Seattle, Washington,
hereinafter referred to as SURETY, executed a bond dated May 20, 1954
in favor of Oregon State Highway Department,
hereinafter referred to as OBLIGEE, conditioned for the payment of persons supplying labor and material in the prosecution of the work provided in the following contract: Grading and oil mat surfacing of East Unit, Rock Creek, Haines Section of the Rock Creek Baker County Road. State Highway contract #4197, and,

WHEREAS, certain labor and/or materials, described in the annexed account, were so supplied by the undersigned and have not been paid for by the PRINCIPAL and demand has been made upon the SURETY for payment thereof,

NOW, THEREFORE, the undersigned Armco Drainage & Metal Products, Inc.
of Portland 2, Oregon in consideration of the sum of
Seven Hundred eighty six and 06/100 Dollars ($ 786.06)
paid to the undersigned by the SURETY, the receipt of which is hereby acknowledged, has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto the SURETY, its successors and assigns, to its own proper use and benefit, any and all sums of money now due or to grow due upon the annexed account or otherwise from the PRINCIPAL, and does hereby warrant and affirm that the labor and/or materials, described in the annexed account, were supplied by the undersigned in the prosecution of the work provided for in the contract hereinabove referred to;

And the undersigned does hereby give the SURETY, its successors and assigns, full power and authority for its own use and benefit, but at its own cost, to ask, demand, collect, receive, compound, and release, and in its name or otherwise to prosecute and withdraw any claims, suits or proceedings at law or in equity, therefor;

And for the consideration aforesaid, the undersigned does hereby release and forever discharge the SURETY and OBLIGEE of and from any and all claims and demands of every kind, character and description in law or in equity, which the undersigned has or may hereafter have against SURETY or OBLIGEE by reason of SURETY having become surety on said bond and/or by reason of the failure of the PRINCIPAL to make full payment to the undersigned for all labor and/or materials supplied by the undersigned as aforesaid.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 14th day of March, 1955.

(CORPORATE SEAL)

ARMCO DRAINAGE & METAL PRODUCTS, INC.

By

Its Vice Pres

CA-417 1-51

CORPORATE ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Multnomah)

On this 14th day of March, 19 55, before me personally appeared E. W. Gibson, to me known to be the Vice-President and ____ of ARMCO DRAINAGE & METAL PRODUCTS, INC., the corporation executing the above instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that the seal affixed is the seal of said corporation and that it was affixed and that he executed said instrument by order of the Board of Directors of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my OFFICIAL SEAL the day and year first above written.

Matt Poutler

(Notary Public, Residing at Portland, Oregon

(SEAL)

(Commission Expires 1-30-56)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ____)
) SS
COUNTY OF ____)

On this ____ day of ____, 19____, before me personally appeared ____, to me known and known to me to be the individual(s) described in and who executed the foregoing instrument and acknowledged that ____ executed the same for the purposes, considerations and uses therein set forth as ____ voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL, the day and year first above written.

(Notary Public, Residing at ____

(SEAL)

(Commission Expires ____)

RELEASE AND ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That, whereas, Stephens and Carnes Construction Company,

hereinafter referred to as PRINCIPAL, and General Casualty Company of America, a Washington corporation of Seattle, Washington,,

hereinafter referred to as SURETY, executed a bond dated May 20, 1954
in favor of Oregon State Highway Department,
hereinafter referred to as OBLIGEE, conditioned for the payment of persons supplying labor and material in the prosecution of the work provided in the following contract: Grading and oil mat surfacing of East Unit, Rock Creek, Hainey Section of the Rock Creek Baker County Road. State Highway Contract #4197., and,

WHEREAS, certain labor and/or materials, described in the annexed account, were so supplied by the undersigned and have not been paid for by the PRINCIPAL and demand has been made upon the SURETY for payment thereof,

NOW, THEREFORE, the undersigned Western Equipment Company

of Boise, Idaho in consideration of the sum of
Three hundred seventy [illegible] and 95/100 Dollars ($ 370.95)
paid to the undersigned by the SURETY, the receipt of which is hereby acknowledged, has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto the SURETY, its successors and assigns, to its own proper use and benefit, any and all sums of money now due or to grow due upon the annexed account or otherwise from the PRINCIPAL, and does hereby warrant and affirm that the labor and/or materials, described in the annexed account, were supplied by the undersigned in the prosecution of the work provided for in the contract hereinabove referred to;

And the undersigned does hereby give the SURETY, its successors and assigns, full power and authority for its own use and benefit, but at its own cost, to ask, demand, collect, receive, compound, and release, and in its name or otherwise to prosecute and withdraw any claims, suits or proceedings at law or in equity, therefor;

And for the consideration aforesaid, the undersigned does hereby release and forever discharge the SURETY and OBLIGEE of and from any and all claims and demands of every kind, character and description in law or in equity, which the undersigned has or may hereafter have against SURETY or OBLIGEE by reason of SURETY having become surety on said bond and/or by reason of the failure of the PRINCIPAL to make full payment to the undersigned for all labor and/or materials supplied by the undersigned as aforesaid.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 11th
day of March, 19 55 .

(CORPORATE SEAL)

WESTERN EQUIPMENT COMPANY

By Patterson
J. H. Patterson

Its Secretary

CA-417 1-51

CORPORATE ACKNOWLEDGMENT

STATE OF Idaho)
) SS
COUNTY OF Ada)

On this 11th day of March, 19 55, before me personally appeared J. H. Patterson, to me known to be the Secretary and of WESTERN EQUIPMENT COMPANY, the corporation executing the above instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that the seal affixed is the seal of said corporation and that it was affixed and that he executed said instrument by order of the Board of Directors of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my OFFICIAL SEAL the day and year first above written.

W. R. Nichols
(Notary Public, Residing at Boise, Idaho

(SEAL)

(Commission Expires June 24, 1957)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ____________)
) SS
COUNTY OF ____________)

On this ________ day of ____________, 19____, before me personally appeared ____________, to me known and known to me to be the individual(s) described in and who executed the foregoing instrument and acknowledged that ________ executed the same for the purposes, considerations and uses therein set forth as ________ voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL, the day and year first above written.

____
(Notary Public, Residing at ____________

(SEAL)

(Commission Expires ____________)

RELEASE AND ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That, whereas, STEPHENS AND CARNES CONSTRUCTION COMPANY, hereinafter referred to as PRINCIPAL, and General Casualty Company of America, a Washington corporation of Seattle, Washington, hereinafter referred to as SURETY, executed a bond dated May 20, 1954 in favor of Oregon State Highway Department, hereinafter referred to as OBLIGEE, conditioned for the payment of persons supplying labor and material in the prosecution of the work provided in the following contract: Grading and oil mat surfacing of East Unit, Rock Creek, Rainy Section of the Rock Creek Baker County Road, State Highway contract # 4197, and,

WHEREAS, certain labor and/or materials, described in the annexed account, were so supplied by the undersigned and have not been paid for by the PRINCIPAL and demand has been made upon the SURETY for payment thereof,

NOW, THEREFORE, the undersigned Jack Proebstel of Haines, Oregon in consideration of the sum of four hundred seventy five and no/100 Dollars ($ 475.00) paid to the undersigned by the SURETY, the receipt of which is hereby acknowledged, has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto the SURETY, its successors and assigns, to its own proper use and benefit, any and all sums of money now due or to grow due upon the annexed account or otherwise from the PRINCIPAL, and does hereby warrant and affirm that the labor and/or materials, described in the annexed account, were supplied by the undersigned in the prosecution of the work provided for in the contract hereinabove referred to;

And the undersigned does hereby give the SURETY, its successors and assigns, full power and authority for its own use and benefit, but at its own cost, to ask, demand, collect, receive, compound, and release, and in its name or otherwise to prosecute and withdraw any claims, suits or proceedings at law or in equity, therefor;

And for the consideration aforesaid, the undersigned does hereby release and forever discharge the SURETY and OBLIGEE of and from any and all claims and demands of every kind, character and description in law or in equity, which the undersigned has or may hereafter have against SURETY or OBLIGEE by reason of SURETY having become surety on said bond and/or by reason of the failure of the PRINCIPAL to make full payment to the undersigned for all labor and/or materials supplied by the undersigned as aforesaid.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 19th day of February, 1955

(CORPORATE SEAL)

Jack Proebstel

By ____________________

Its ____________________

CA-417 1-51

CORPORATE ACKNOWLEDGMENT

STATE OF ______)
) SS
COUNTY OF ______)

On this ______ day of ______, 19___, before me personally appeared ______, to me known to be the ______ and ______, of ______, the corporation executing the above instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that the seal affixed is the seal of said corporation and that it was affixed and that ______ executed said instrument by order of the Board of Directors of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my OFFICIAL SEAL the day and year first above written.

______
(Notary Public, Residing at ______
(Commission Expires ______)

(SEAL)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Baker)

On this 19th day of February, 19 55, before me personally appeared Jack Proebstel who is, to me known and known to me to be the individual(s) described in and who executed the foregoing instrument and acknowledged that he executed the same for the purposes, considerations and uses therein set forth as his voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL, the day and year first above written.

Marjorie Young
(Notary Public, Residing at Haines, Oregon
(Commission Expires 2-15-59)

(SEAL)

RELEASE AND ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That, whereas, Stephens and Carnes Construction Company,

hereinafter referred to as PRINCIPAL, and General Casualty Company of America, a Washington corporation of Seattle, Washington,

hereinafter referred to as SURETY, executed a bond dated May 20, 1954
in favor of Oregon State Highway Department,
hereinafter referred to as OBLIGEE, conditioned for the payment of persons supplying labor and material in the prosecution of the work provided in the following contract: Grading and oil mat surfacing of East Unit, Rock Creek, Rainey Section of the Rock Creek Baker County Road, State Highway Contract #4197., and,

WHEREAS, certain labor and/or materials, described in the annexed account, were so supplied by the undersigned and have not been paid for by the PRINCIPAL and demand has been made upon the SURETY for payment thereof,

NOW, THEREFORE, the undersigned Bechtel Brothers

of La Grande, Oregon in consideration of the sum of Three hundred sixty five & 59/100 Dollars ($ 365.59) paid to the undersigned by the SURETY, the receipt of which is hereby acknowledged, has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto the SURETY, its successors and assigns, to its own proper use and benefit, any and all sums of money now due or to grow due upon the annexed account or otherwise from the PRINCIPAL, and does hereby warrant and affirm that the labor and/or materials, described in the annexed account, were supplied by the undersigned in the prosecution of the work provided for in the contract hereinabove referred to;

And the undersigned does hereby give the SURETY, its successors and assigns, full power and authority for its own use and benefit, but at its own cost, to ask, demand, collect, receive, compound, and release, and in its name or otherwise to prosecute and withdraw any claims, suits or proceedings at law or in equity, therefor;

And for the consideration aforesaid, the undersigned does hereby release and forever discharge the SURETY and OBLIGEE of and from any and all claims and demands of every kind, character and description in law or in equity, which the undersigned has or may hereafter have against SURETY or OBLIGEE by reason of SURETY having become surety on said bond and/or by reason of the failure of the PRINCIPAL to make full payment to the undersigned for all labor and/or materials supplied by the undersigned as aforesaid.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 23 day of March, 19 55.

(CORPORATE SEAL)

Bechtel Bros.

By Roy Bechtel

Its Partner

CA-417 1-51

CORPORATE ACKNOWLEDGMENT

STATE OF ____________________)
) SS
COUNTY OF ____________________)

On this __________ day of __________, 19____, before me personally appeared ____________________, to me known to be the __________ and __________, of ____________________, the corporation executing the above instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that the seal affixed is the seal of said corporation and that it was affixed and that __________ executed said instrument by order of the Board of Directors of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my OFFICIAL SEAL the day and year first above written.

____
(Notary Public, Residing at ____________________
(Commission Expires ____________________)

(SEAL)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Union)

On this 23rd day of March, 1955, before me personally appeared Roy Bechtel, partner of Bechtel Bros., to me known and known to me to be the individual(s) described in and who executed the foregoing instrument and acknowledged that he executed the same for the purposes, considerations and uses therein set forth as his voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL, the day and year first above written.

Chas H Reynolds
(Notary Public, Residing at La Grande, Oregon
(Commission Expires December 9,1955)

(SEAL)

RELEASE AND ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That, whereas, Stephens and Carnes Construction Company,

hereinafter referred to as PRINCIPAL, and General Casualty Company of America, a Washington corporation of Seattle, Washington,

hereinafter referred to as SURETY, executed a bond dated May 20, 1954 in favor of Oregon State Highway Department, hereinafter referred to as OBLIGEE, conditioned for the payment of persons supplying labor and material in the prosecution of the work provided in the following contract: Grading and oil mat surfacing of East Unit, Rock Creek, Haines Section of the Rock Creek Baker County Road. State Highway Contract #4197., and,

WHEREAS, certain labor and/or materials, described in the annexed account, were so supplied by the undersigned and have not been paid for by the PRINCIPAL and demand has been made upon the SURETY for payment thereof,

NOW, THEREFORE, the undersigned Haines Commercial Company of Haines, Oregon in consideration of the sum of Forty nine and 35/100 Dollars ($ 49.35) paid to the undersigned by the SURETY, the receipt of which is hereby acknowledged, has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto the SURETY, its successors and assigns, to its own proper use and benefit, any and all sums of money now due or to grow due upon the annexed account or otherwise from the PRINCIPAL, and does hereby warrant and affirm that the labor and/or materials, described in the annexed account, were supplied by the undersigned in the prosecution of the work provided for in the contract hereinabove referred to;

And the undersigned does hereby give the SURETY, its successors and assigns, full power and authority for its own use and benefit, but at its own cost, to ask, demand, collect, receive, compound, and release, and in its name or otherwise to prosecute and withdraw any claims, suits or proceedings at law or in equity, therefor;

And for the consideration aforesaid, the undersigned does hereby release and forever discharge the SURETY and OBLIGEE of and from any and all claims and demands of every kind, character and description in law or in equity, which the undersigned has or may hereafter have against SURETY or OBLIGEE by reason of SURETY having become surety on said bond and/or by reason of the failure of the PRINCIPAL to make full payment to the undersigned for all labor and/or materials supplied by the undersigned as aforesaid.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 11th day of March, 1955.

Haines Commercial Co.
Haines, Oregon

(CORPORATE SEAL)

By Leo Duncan

Its President

CA-417 1-51

CORPORATE ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Baker)

On this 11th day of March, 1955, before me personally appeared Lee A. Duncan, to me known to be the President and ______ of Haines Commercial Company, the corporation executing the above instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that the seal affixed is the seal of said corporation and that it was affixed and that he executed said instrument by order of the Board of Directors of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my OFFICIAL SEAL the day and year first above written.

Marjorie Young
(Notary Public, Residing at Haines, Oregon

(SEAL)

(Commission Expires 2-15-59)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ______)
) SS
COUNTY OF ______)

On this ______ day of ______, 19___, before me personally appeared ______, to me known and known to me to be the individual(s) described in and who executed the foregoing instrument and acknowledged that ______ executed the same for the purposes, considerations and uses therein set forth as ______ voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL, the day and year first above written.

(Notary Public, Residing at ______

(SEAL)

(Commission Expires ______)

RELEASE AND ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That, whereas, Stephens and Carnes Construction Company, hereinafter referred to as PRINCIPAL, and General Casualty Company of America, a Washington corporation of Seattle, Washington, hereinafter referred to as SURETY, executed a bond dated May 20, 1954 in favor of Oregon State Highway Department, hereinafter referred to as OBLIGEE, conditioned for the payment of persons supplying labor and material in the prosecution of the work provided in the following contract: Grading and oil mat surfacing of East Unit, Rock Creek, Rainey Section of the Rock Creek, Baker County Road State Highway contract #4197, and,

WHEREAS, certain labor and/or materials, described in the annexed account, were so supplied by the undersigned and have not been paid for by the PRINCIPAL and demand has been made upon the SURETY for payment thereof,

NOW, THEREFORE, the undersigned Feenaughty Machinery Company of Portland, Oregon in consideration of the sum of one thousand-three hundred and no/100 ----------- Dollars ($ 1,300.00) paid to the undersigned by the SURETY, the receipt of which is hereby acknowledged, has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto the SURETY, its successors and assigns, to its own proper use and benefit, any and all sums of money now due or to grow due upon the annexed account or otherwise from the PRINCIPAL, and does hereby warrant and affirm that the labor and/or materials, described in the annexed account, were supplied by the undersigned in the prosecution of the work provided for in the contract hereinabove referred to;

And the undersigned does hereby give the SURETY, its successors and assigns, full power and authority for its own use and benefit, but at its own cost, to ask, demand, collect, receive, compound, and release, and in its name or otherwise to prosecute and withdraw any claims, suits or proceedings at law or in equity, therefor;

And for the consideration aforesaid, the undersigned does hereby release and forever discharge the SURETY and OBLIGEE of and from any and all claims and demands of every kind, character and description in law or in equity, which the undersigned has or may hereafter have against SURETY or OBLIGEE by reason of SURETY having become surety on said bond and/or by reason of the failure of the PRINCIPAL to make full payment to the undersigned for all labor and/or materials supplied by the undersigned as aforesaid.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this third day of March, 19 55.

(CORPORATE SEAL)

Feenaughty Machinery Co.

By L J Feenaughty

Its President

CA-417 1-51

CORPORATE ACKNOWLEDGMENT

STATE OF Oregon)
COUNTY OF Multnomah) SS
)

On this third day of March, 19 55, before me personally appeared D. J. Feenaughty to me known to be the President and _____ of Feenaughty Machinery Co. the corporation executing the above instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that the seal affixed is the seal of said corporation and that it was affixed and that he executed said instrument by order of the Board of Directors of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my OFFICIAL SEAL the day and year first above written.

R. C. Crone
(Notary Public, Residing at Portland, Oregon

(SEAL)

(Commission Expires 10/1/55)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) SS
)

On this _____ day of _____, 19____, before me personally appeared _____, to me known and known to me to be the individual(s) described in and who executed the foregoing instrument and acknowledged that _____ executed the same for the purposes, considerations and uses therein set forth as _____ voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL, the day and year first above written.

(Notary Public, Residing at _____

(SEAL)

(Commission Expires _____)

RELEASE AND ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That, whereas, Stephens and Carnes Construction Company, hereinafter referred to as PRINCIPAL, and General Casualty Company of America, a Washington corporation of Seattle, Washington, hereinafter referred to as SURETY, executed a bond dated May 20, 1954 in favor of Oregon State Highway Department, hereinafter referred to as OBLIGEE, conditioned for the payment of persons supplying labor and material in the prosecution of the work provided in the following contract: Grading and oil mat surfacing of East Unit, Rock Creek, Haines, Section of the Rock Creek Baker County Road. State Highway contract #4197, and,

WHEREAS, certain labor and/or materials, described in the annexed account, were so supplied by the undersigned and have not been paid for by the PRINCIPAL and demand has been made upon the SURETY for payment thereof,

NOW, THEREFORE, the undersigned Arthur Simonsen of Baker, Oregon in consideration of the sum of One thousand one hundred seventy and no/100 Dollars ($ 1,170.00) paid to the undersigned by the SURETY, the receipt of which is hereby acknowledged, has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto the SURETY, its successors and assigns, to its own proper use and benefit, any and all sums of money now due or to grow due upon the annexed account or otherwise from the PRINCIPAL, and does hereby warrant and affirm that the labor and/or materials, described in the annexed account, were supplied by the undersigned in the prosecution of the work provided for in the contract hereinabove referred to;

And the undersigned does hereby give the SURETY, its successors and assigns, full power and authority for its own use and benefit, but at its own cost, to ask, demand, collect, receive, compound, and release, and in its name or otherwise to prosecute and withdraw any claims, suits or proceedings at law or in equity, therefor;

And for the consideration aforesaid, the undersigned does hereby release and forever discharge the SURETY and OBLIGEE of and from any and all claims and demands of every kind, character and description in law or in equity, which the undersigned has or may hereafter have against SURETY or OBLIGEE by reason of SURETY having become surety on said bond and/or by reason of the failure of the PRINCIPAL to make full payment to the undersigned for all labor and/or materials supplied by the undersigned as aforesaid.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 16th day of April, 1955.

(CORPORATE SEAL)

Arthur Simonsen

By Arthur Simonsen

Its

CORPORATE ACKNOWLEDGMENT

STATE OF__________)
) SS
COUNTY OF__________)

On this__________day of__________, 19____, before me personally appeared__________, to me known to be the__________ and__________ of__________, the corporation executing the above instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that the seal affixed is the seal of said corporation and that it was affixed and that__________ executed said instrument by order of the Board of Directors of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my OFFICIAL SEAL the day and year first above written.

____
(Notary Public, Residing at__________

(SEAL)

(Commission Expires__________)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Umatilla)

On this 16th day of April, 1955, before me personally appeared Arthur Simonsen, to me known and known to me to be the individual(s) described in and who executed the foregoing instrument and acknowledged that he executed the same for the purposes, considerations and uses therein set forth as his voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL, the day and year first above written.

Evelyn A. Thomas
(Notary Public, Residing at Hermiston, Oregon

(SEAL)

(Commission Expires June 1, 1956)

RECEIVED
JUL 28 1955
FOR FILING

5-611
4197

July 7, 1955

General Casualty Company of America
Seattle 5, Washington

Attention: Mr. A. R. Eby

Gentlemen:

We have your letter of June 21 in which you state that the claim of Mr. Harold Taylor against Contract No. 4197 should be against Contract No. 4196, which was awarded to Coast Blacktop Paving Company for work on the streets in Condon and on which job Stephens & Carnes Construction Co. acted as subcontractor.

Two notices of claim were sent to us by the Secretary of State, having been filed with that office by Harold Taylor. One of these claims was in the amount of $795 against Coast Blacktop Paving Company on Contract No. 4196. The other claim was in the sum of $1060 against Stephens & Carnes for construction of a culvert on Rock Creek Road near Haines. It may be that we attached the wrong notice of claim to your letter. Assuming that that may have been the error, we have attached to this letter copies of Mr. Taylor's claim in the amount of $1060. Although the contract number is not shown in his claim, the description indicates that it may be against contract No. 4197.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp
Enclosure

cc General Casualty Company of America
Portland Service Office
209 S. W. Fourth Avenue
Portland 4, Oregon
Attention: Mr. G. H. Burnett

GENERAL
CASUALTY COMPANY
OF AMERICA
SEATTLE 5

H. K. DENT
CHAIRMAN OF THE BOARD
W. L. CAMPBELL
PRESIDENT

June 21, 1955

Oregon State Highway Department
Salem, Oregon

Attention Floyd Query, Assistant Secretary

Gentlemen:

Our file 36-15803
Principal: Stephens & Carnes Construction Company
Claimant: Harold Taylor

In your letter of June 16, 1955, you indicate that the claim of Harold Taylor is made against State Highway Contract No. 4197. In reviewing the claim filed by Mr. Taylor, it would indicate that he is filing his claim against State Highway Contract No. 4196, on which Coast Blacktop Paving Company was the General Contractor and Stephens & Carnes was the Sub-Contractor. We would appreciate your changing your records to show that the claim is against Contract No. 4196.

We do not have any records of any amounts owing to Harold Taylor and will investigate this item further. However, our information indicates that April 28, 1955 was the last date for filing any claims against State Highway Contract No. 4196, and this claim may not be a proper one against our bond.

Thank you for your attention to this matter.

Very truly yours,

A. R. Eby

A. R. Eby
Claims Department
fdw

RECEIVED
JUN 22 1955
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 17 1955
FOR FILING

4197

June 16, 1955

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Avenue
Portland 4, Oregon

Attention Mr. G. H. Burnett

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by Harold Taylor, Antelope, Oregon against Stephens and Carnes Construction Company. The claim is in the sum of $1,060 for rental of a tractor used by the contractor on our contract No. 4197 for grading and oiling on the East Unit, Rock Creek-Haines Section of the Baker County Rock Creek Road.

This information is furnished as your company appears as surety on the performance bond for this contract.

Respectfully yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By
Floyd Query, Assistant Secretary

FAQ:ehr

cc Robert Cross
111 East Broadway
Eugene, Oregon

Stephens and Carnes Construction Company
P. O. Box 448
Junction City, Oregon

NOTED ON CARD

NOTICE OF CLAIM

TO: Secretary of State
State of Oregon
Salem, Oregon.

TO THE STATE OF OREGON

Notice is hereby given that the undersigned Harold Taylor has a claim for tractor rental for tractor work done at the job site at the Culvert-E Unit- Rock Creek near Haines, Oregon, in the sum of $1,060.00, against the bond taken from Stephens and Carnes and General Casualty Company of America, for construction of Culver-E Unit- Rock Creek near Hanes, Oregon by the Oregon State Highway Commission.

Dated at Antelope, Oregon, this 10th day of June, 1955.

Harold Taylor
Harold Taylor

File no. 3510

FILED
JUN 14 1955
EARL T. NEWBRY
SECRETARY OF STATE

AFFIDAVIT

State of Oregon)
) SS
County of Deschutes)

I, Harold Taylor, of Antelope, Oregon, being first duly sworn, depose and say:

That I rented a tractor to Stephens and Carnes of Junction City, Oregon, which they used for tfour months on the job for the Oregon State Highway Commission known as the Culver-E Unit-Rock Creek near Haines, Oregon, that rental is owing to me for said tractor used by them on said job for said four months in the amount of $1,060.00; that payment for this claim has not been made.

Harold Taylor
Harold Taylor

Subscribed and sworn to before me this 10th day of June, 1955.

Thomas Boels
Notary Public for Oregon
My commission expires Jan.22,1958.

RECEIVED
JUL 12 1955
FOR FILING

S 1-8 (1)

4177

July 6, 1955

Wells Accounting Service
P. O. Box 31
Molalla, Oregon

ATTENTION: Alma Reed, Bookkeeper

Gentlemen:

We have your letter of June 29 concerning claim against Stephens & Carnes Construction Co. apparently in favor of E. H. Itschner in the amount of $500 covering rental of a roller used on Stephens & Carnes' job in the vicinity of Haines. This contract was completed June 2, 1955, and accepted by the Highway Commission on June 30, 1955. Final payment has not yet been made.

The General Casualty Company of America, through Robert Cross, 111 East Broadway, Eugene, furnished the Performance Bond for this contract, which bond is given to assure completion of the project and also payment of bills incurred in it.

If you feel that it is necessary to protect E. H. Itschner's claim against the bond for a period longer than six months following completion and acceptance of the project, it is suggested that you file the claim with the Secretary of State. We have attached excerpts from the Oregon Laws outlining the procedure for preparing such filing. In the meantime, the claim will be noted in our records and we will also advise the Surety and the contractor that it has been received.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp
Enclosure

cc: E. H. Itschner
Molalla
Oregon

NOTED ON CARD
fP

[illegible]

July 6, 1955

General Casualty Company of America
Portland Branch Office
209 S. W. 4th Avenue
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Gentlemen:

We have received a letter from Wells Accounting Service, P. O. Box 31, Molalla, Oregon, in behalf of E.H. Itschner Company, outlining a claim against Stephens & Carnes Construction Co. in the sum of $500 for one month's rental on a roller used on what appears to be the East Unit, Rock Creek-Haines Section of the Rock Creek Baker County Road job, awarded to Stephens & Carnes Construction Company and bearing our contract No. 4197.

This information is provided as your company appears as Surety on the Performance Bond furnished for this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp

cc Stephens & Carnes Construction Co.
P. O. Box 448
Junction City, Oregon

Robert Cross
111 East Broadway
Eugene, Oregon

NOTED ON CARD

PHONE MOLALLA 2192

RES. PHONE 1F51
MARQUAM

WELLS ACCOUNTING SERVICE
P. O. BOX 31
MOLALLA, OREGON

June 29, 1955

Mr. H. B. Glaisyer
State Highway Department
Salem, Oregon

Dear Sir:

Re: E. H. Itschner
vs
Stevens and Karns

We called you a couple weeks ago about making a claim against Stevens and Karns, Junction City, Oregon. The following is the information you needed.

1 months rental on roller $500.00 and the job was at Haines, Oregon.

Please contact Wells Accounting Service, P. O. Box 31 at Molalla, Oregon for any additional information you may need.

Thank you.

Yours very truly,

WELLS ACCOUNTING SERVICE

By Alma Reed
Bookkeeper

ar

RECEIVED
JUN 30 1955
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD

9

RECEIVED
JUN 29 1955
FOR FILING

S-168 (1)
4197

June 28, 1955

Request for extension of time
No. 8
June 30-July 1 meeting.

Oregon State Highway Commission

Gentlemen:

Herewith a request from Stephens and Carnes Construction Company for an extension of time on the East Unit, Rock Creek-Haines Section of a county road in Baker County, Contract No. 4197, from September 15, 1954 to August 31, 1955.

Due to the fact that this project was through an irrigated area and the irrigation of the borrow ditches so saturated the roadbed section, it was impossible for the contractor to complete his grading operations in time to lay the oil mat last fall.

While there has been some inconvenience to the traveling public, it is believed that the delay in placing the oil mat has given us a much more satisfactory job.

This project was completed on June 2, 1955, and I recommend that the extension be granted, to and including that date, without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.

cc Mr. H. G. Smith
EAP gm

RECEIVED
JUN 17 1955
FOR FILING

5- 11X (1)
4197

June 16, 1955

Hon. Earl T. Newbry
Secretary of State
Capitol Building
Salem, Oregon

Dear Sir:

Thank you for your letter of June 14 to which was attached 3 copies of a claim filed with your office by Harold Taylor against Stephens and Carnes. One of these claims in the amount of $1,060 apparently pertains to our contract No. 4197; the other claim in the sum of $795 is apparently against Stephens and Carnes as subcontractor for Coast Blacktop Paving Company on our contract No. 4196.

These claims bear your file No. 3510 for the claim of $1,060 and No. 3511 for the claim in the sum of $795.

Respectfully yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By
Floyd Query, Assistant Secretary

FAQ:ehr

NOTED ON CARD

RECEIVED
[illegible] 1955
FOR FILING

S-168(1)
4197

June 16, 1955

Mr. Harold Taylor
Antelope, Oregon

Dear Mr. Taylor:

We have received today from the Secretary of State copies of your claims filed with that office against Stephens and Carnes in amounts of $795 and $1,060.

We also received a copy of your letter requesting certified copies of the two contracts, including the bonds, We are forwarding by separate mail a copy of contract No 4196, awarded to Coast Blacktop Paving Company for work at Condon on which Stephens and Carnes acted as subcontractors. We are also forwarding a certified copy of contract No. 4197, awarded to Stephens and Carnes Construction Company for work on the East Unit, Rock Creek-Haines Section of the Baker County Rock Creek Road.

Respectfully yours,

H. B. Glasyer, Secretary
OREGON STATE HIGHWAY COMM.

By
Floyd Query, Assistant Secretary

FAQ:ehr

AFFIDAVIT

State of Oregon)
)ss
County of Deschutes)

I, Harold Taylor, of Antelope, Oregon, being first duly sworn, depose and say:

That I rented a tractor to Stephens and Carnes of Junction City, Oregon, which they used for four months on the job for the Oregon State Highway Commission known as the Culver-E Unit-Rock Creek near Haines, Oregon, that rental is owing to me for said tractor used by them on said job for said four months in the amount of $1,060.00; that payment for this claim has not been made.

Harold Taylor

Subscribed and sworn to before me this 10th day of June, 1955.

Thomas Boe[illegible]
Notary Public for Oregon
My commission expires Jan.22,1958.

NOTICE OF CLAIM

TO: Secretary of State
State of Oregon
Salem, Oregon.

TO THE STATE OF OREGON

Notice is hereby given that the undersigned Harold Taylor has a claim for tractor rental for tractor work done at the job site at the Culvert-E Unit- Rock Creek near Haines, Oregon, in the sum of $1,000.00, against the bond taken from Stephens and Carnes and General Casualty Company of America, for construction of Culver-E Unit- Rock Creek near Hanes, Oregon by the Oregon State Highway Commission.

Dated at Antelope, Oregon, this 10th day of June, 1955.

Harold Taylor
Harold Taylor

File no. 3510

FILED
JUN 14 1955
EARL T. NEWBRY
SECRETARY OF STATE

RECEIVED
JUN 15 1955
FOR FILING

[illegible]
4197

June 14, 1955

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attention: Mr. C. H. Burnett

Dear Sir:

It is the intention of the State Highway Commission to release to Stephens & Carnes Construction Co., assigned to General Casualty Company of America, a portion of the funds heretofore retained by the Commission in connection with contract No. 4197, covering the East Unit, Rock Creek-Haines Section of the Rock Creek Road in Baker County.

This payment in the amount of $9,848.81 reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $1,273.37. The present payment will be released on or after June 24, 1955.

There are numerous claims filed against this project, of which you have been previously notified.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

2

ECEIVED
JUN 13 1955
FOR FILING

-16X

4194

June 8, 1955

Johnson, Johnson & Harrang
Attorneys
65 East Broadway
Eugene, Oregon

Attention: Mr. James P. Harrang

Gentlemen:

Contract No. 4196, awarded to Coast Blacktop Paving Company, for work in Condon was completed September 17 and accepted by the Highway Commission October 28, 1954.

Contract No. 4197, awarded to Stephens & Carnes Construction Company, for work on the East Unit, Rock Creek Haines Section of the Rock Creek Baker County Road was completed June 2, 1955 but has not yet been accepted by the Commission.

This is in reply to your letter of June 6 concerning the status of these two contracts.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp

NOTED
Harold C. Ayers

NOTED
J. W. CATTRALL

June 7, 1955

Baker County Court
Court House
Baker, Oregon

NOTED
V. R. JONES

NOTED
J. F. HAGEMANN

Gentlemen:

This is to advise you that work on Contract No. 4197, East Unit, Rock Creek-Haines Section of FAS 507 in Baker County, was completed on June 2, 1955.

Under the terms of the maintenance agreement signed by the Court on May 4, 1954, and by the Highway Commission on May 12, 1954, the County assumed maintenance of and continued jurisdiction over the above project as of the date of completion.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JDG:mm

RECEIVED
JUN 8 1955
FOR FILING

4197

June 7, 1955

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the East Unit, Rock Creek-Haines Contract No. 4197, Oregon S-168 (1), from September 15, 1954 to June 2, 1955, to Stephens and Carnes Construction Company, contractors.

Due to the fact that this project was through an irrigated area and the water in the borrow ditches so saturated the roadbed section it was impossible for the contractor to complete his grading operations in time to lay the oil mat last fall. While there has been some inconvenience to the traveling public, it is believed that the delay in placing the oil mat has given us a much more satisfactory job.

I recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

cc to: H. G. Smith

RECEIVED
JUN 8 1955
FOR FILING

S-168 (1)
4197

6

June 6, 1955

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on June 2, 1955, on Contract No. 4197, East Unit, Rock Creek-Haines Section, in Baker County, in connection with Federal Aid Project No. S-168(1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DEP:ia

cc: John Cattrall

rm A-180 10M 3-54

FAS 507
Baker Co.

INVOICE

NOTED
V. R. JONES

Oregon State Highway Department

Salem, Oregon

Invoice No. 33899

Date June 4, 1954

Your Req. No.

Billing Request No. CC 88

Credit distribution: 501-1024-297

Baker County
Baker, Oregon

Attn: County Court

NOTED
Harold C. Ayers

Advance Deposits 12,700.00

East Unit, Rock Creek-Haines County FAS project in Baker County covered by agreement dated May 4, 1954.
Partial transfer of county's share of total cost. 7,700.00

To be retained $ 5,000.00

RECEIVED
7 1954

ACKNOWLEDGMENT [illegible] REQUEST
Cash Received with Request
By

R. H. Baldock
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM

NOTED

NOTED
V. R. JONES

May 25, 1954

Baker County Court
Court House
Baker, Oregon

NOTED
Harold C. Ayers

Gentlemen:

This is to acknowledge receipt of an advance deposit in the amount of $12,700 in connection with the East Unit, Rock Creek-Haines Section of FAS 507 and to advise that Contract No. 4197 was awarded to Stephens & Carnes Construction Company on May 20th. A copy of the contract is being forwarded under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM

NOTED

NOTED
V. R. JONES

Salem, Oregon
May 20, 1954

FAS 507, Baker County

Mr. C. H. Maison
Accounting Division

NOTED
Harold C. Ayers

Attached is a warrant from Baker County for $12,700 representing the county's advance deposit in connection with the Rock Creek-Haines county FAS project.

John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM
Att.

Salem, Oregon
May 20, 1954

NOTED
V.R JONES

FAS 507, Baker County

Mr. W. C. Williams
OFFICE

NOTED
Harold C. Ayers

We have received this date an advance deposit of $12,700 from Baker County in connection with the East Unit, Rock Creek-Haines County FAS project. This project is now clear for award of a contract.

John F. Hagemann
Asst. Engr., County and City Relations

[redacted]

cc: S. H. Probert

NOTED
V. R. JONES

May 13, 1954

Baker County Court
Court House
Baker, Oregon

NOTED
Harold C. [illegible]

Gentlemen:

On May 12th the Highway Commission received a satisfactory bid from Stevens & Carnes of Junction City for the construction of the East Unit, Rock Creek-Haines Section of FAS 507. As per the agreement between the State and County, an advance deposit based on the low bid is required from the County. The amount of this deposit is as follows:

Bid Items		$42,575.30
12-1/2% Engineering and contingencies		5,321.91
	Estimated Total Cost.....	$47,897.21
County Deposit		
100% of all costs over $44,000 =		$ 3,897.21
20% of $44,000 =		8,800.00
	Total....................	$12,697.31
	or say	$12,700.00

Please make this deposit by means of a warrant or check in the amount of $12,700 payable to the Oregon State Highway Commission, forwarding same to this office. Upon receipt of said deposit a contract will be awarded.

Very truly yours,

NOTED
J. F. HAGEMANN

R. H. Baldock
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM

Form E-1—10M—7-50

FINAL

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 3, 1955, 19

Section East Urit, Rock Creek- Haines

Kind of work Grading and Oil Mat. Surfacing

Highway Rock Creek Road

Section prefix 501- 1024

Contractor Stephens and Carnes Construction Co.

Contract number 4197

Date of contract May 20, 1954

Date of completion Sept. 11, 1954, 19

Date work started June 8, 1955, 19

Estimated date of completion , 19

Amount of contract . . . . $

Per cent of time elapsed Time is up %

Estimated cost of completed project, exclusive of engineering . . . . $ 42,584.00

Per cent of contract completed, based on total contract price . . . . 96 %

Engineering cost to date $5110, 150 %

Date project was completed June 2, 1955, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Blade with wire broom maintained the Oil Mat. Tuesday through Thursday 6-2-55.

Brooks in office Tuesday, Wednesday A.M. , Thursday and Friday A.M. on Final Records and Estimate.

Mr Parson; The job is ready for the County's acceptance.

NOTED
OSCAR CUTLER

RECEIVED
JUN [illegible] 1955

Signed Kevin Laughlin

Address Baker Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	1.53	1.53		1.53	
Miles partially completed					
Miles completed	1.53	1.53		1.53	
Total estimated quantities	13,000	9,900		1,100 c.y. oil rock 118 tons Asphalt	
Estimated quantities moved or placed to date				1150 c.y.rock 123.02 tons asphalt	
Average daily quantities					
Average daily quantities necessary to complete project on time				time is up	
Number shifts per day				1	
Hours per shift				8	
Average force on project for week				1	

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders 1, Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday	Fair		
Wednesday	Fair		
Thursday	Fair		
Friday	Cloudy		
Saturday			

State Printing Dept. 41608

RECEIVED
MAY 17 1955
FOR FILING

2-166 (1)
4197

Files

May 13, 1955

Honorable Earl T. Newbry
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Thank you for your letter of May 12 to which was attached three copies of a claim filed with your office by Laher Spring & Tire Corporation against Stephens & Carnes Construction Company for a tire furnished to the contractor on contract No. 4197. The claim is in the total sum of $107.33 and bears your file No. 3507.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp

NOTED ON CARD

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

[illegible], 1955

4197

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Johnson, Johnson & Harrang, Lawyers, Eugene, and filed as of today a notice of claim by Baker Spring & Tire Corp., which we are enclosing three copies for your information and files. Our file No. 3607.

Kindly acknowledge receipt of same for our files.

Very truly yours,

EARL T. NEWBRY
Secretary of State

By Geo W Stevens
Clerk
Records Division

NF:M
Inc.

REFERRED TO
BY SECRETARY

RECEIVED
MAY 13 1955
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
gl

RECEIVED
MAY 17 1955
FOR FILING

Surety
4197

May 13, 1955

General Casualty Co. of America
Portland Branch Office
209 S. W. 4th Avenue
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by Laher Spring & Tire Corporation against Stephens & Carnes Construction Co. in the total sum of $107.33 for a truck tire furnished on State Highway Contract No. 4197 for grading and oil-mat surfacing on the East Unit, Rock Creek-Haines Section of the Rock Creek-Baker County Road.

This information is provided as your Company appears as Surety on the Performance Bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp
Enclosure

cc Stephens & Carnes Construction Co.
P. O. Box 448
Junction City, Oregon

Robert Cross
111 East Broadway
Eugene, Oregon

NOTED ON CARD

NOTICE OF CLAIM

STATE OF California)
(ss.
County of Alameda)

E. P. Prevost of Oakland (City), County of Alameda, State of California, being first duly sworn deposes and says:

That he is the Secretary (Official Title) of the Laber Spring and Tire Corp., a corporation organized under the laws of the State of Oregon, and carrying on business at 133 N.W. 15th Avenue, Portland 9, Oregon, and is duly authorized to make this Notice of Claim on its behalf.

That Charles B. Stephens and H. N. Carnes, dba Stephens & Carnes, Post Office Box 448, Junction City, Oregon, on or about the 30th day of September, 1954 became and still are justly and truly indebted to said corporation in the sum of $104.13 plus accrued interest thereon to the date of this instrument in the sum of $ 3.20.

That the consideration for said debt and liability is as follows:

A. Materials Furnished as Follows:

One truck tire for gravel dump truck being operated by Stephens and Carnes.

B. Against the bond taken from said Stephens & Carnes, principal, and the General Casualty Company of America, surety.

C. Said materials were furnished to Highway Department Job Number 4197 at Baker, Oregon.

That no part of said debt or liability has been paid; that there are no offsets or counterclaims to said debt or liability.

That said Corporation does not hold and has not now has any person by its order or to deponents' knowledge or belief or its use had or received any security or securities for said debt or liability.

That the average date of said account is 10/30/54 and that said account was due on the date aforesaid; that no note or other negotiable instrument has been received for such account or any part thereof, and that no judgment has been rendered thereon.

LAHER SPRING AND TIRE CORP.

BY: F P Prevost
F. P. Prevost
TITLE: Secretary

Subscribed and sworn to before me this 3rd day of May 1955.

Notary Public
State California
County of [illegible]

My Commission Expires:
My Commission Expires June 22, 1956

File No. 3507

FILED
MAY 12 1955
EARL T. NEWBRY
SECRETARY OF STATE

JOHNSON, JOHNSON, [illegible]
ATTORNEYS AND [illegible] AT LAW

[illegible]

RECEIVED
MAY 17 1955
FOR FILING

[illegible]
4117

May 10, 1955

General Casualty Co. of America
Portland Branch Office
209 S. W. 4th Avenue
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by Basche Sage Hardware Company against Stephens & Carnes Construction Co. on Contract No. 4197 for grading and oil-mat surfacing of the East Unit, Rock Creek-Haines Section of the Rock Creek-Baker County Road.

We provide this information as your Company appears as Surety on the Performance Bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp

Enclosure

cc Stephens & Carnes Construction Co.
P. O. Box 448
Junction City, Oregon

Robert Cross
111 East Broadway
Eugene, Oregon

NOTED ON CARD
JL

LAW OFFICES
BANTA, SILVEN & HORTON
2ND FLOOR SOMMER BLDG.
BAKER, OREGON

HAROLD BANTA
DAVID C. SILVEN
JOHN S. HORTON

NICHOLS & HALLOCK
1919-1922
NICHOLS, HALLOCK & DONALD
1923-1929
HALLOCK, DONALD & BANTA
1930-1945
HALLOCK, DONALD, BANTA & SILVEN
1946-1950
HALLOCK, BANTA, SILVEN & HORTON
1951-1954

May 4th, 1955

Oregon State Highway Department
Salem, Oregon

Att: H. B. Glaisyer, Secretary

Re: State Highway Contract No. 4197-Stephens & Carnes Construction Company, Claim of Basche Sage Hardware Company

Gentlemen:

Please be advised that the above captioned Basche Sage Hardware Company has filed notice of claim with Secretary of State pursuant to O.R.S. 279.526, and affidavit of claimant, together with copy of Notice of Claim is herewith enclosed for your file.

Very truly yours,

BANTA, SILVEN & HORTON

By John S. Horton

JSH:bb

REFERRED TO
Guerry
BY SECRETARY

prepare usual letter +
record on card

RECEIVED
MAY 6 1955
OREGON
STATE HIGHWAY COMMISSION

NOTICE OF CLAIM
(Basche Sage Hardware Co.-Stephens & Carnes Construction Co.)

TO: State Highway Commission, State of Oregon:

NOTICE IS HEREBY GIVEN, that the undersigned Basche Sage Hardware Company, a corporation, with its principal office and place of business in Baker, Oregon, has a claim for parts and materials furnished according to the statement attached hereto, marked Exhibit "A" and by this reference made a part hereof, in the sum of $262.69 against the bond taken from Stephens & Carnes Construction Company, principal, and General Casualty Company of America, through their agent Robert Cross, 111 East Broadway, Eugene, Oregon, surety, for the work of grading and servicing the east unit, Rock Creek-Haines section of the Rock Creek Baker County road, under State Highway contract No. 4197.

BASCHE SAGE HARDWARE COMPANY
By Fred C. Basche
President

AFFIDAVIT

STATE OF OREGON,)
) ss:
County of Baker.)

I, FRED C. BASCHE, being first duly sworn, depose and say:

That I am the President of the Basche Sage Hardware Company, a corporation, with its office and principal place of business in Baker, Baker County, Oregon; that the Basche Sage Hardware Company has furnished to Stephens & Carnes Construction Company at Baker, Oregon, for the period of September 2nd, 1954, to and including October 28th, 1954, parts and materials as disclosed by the statement, marked Exhibit "A", attached hereto and by this reference made a part hereof; that the sum of $262.69 due to the Basche Sage Hardware Company from the said Stephens & Carnes Construction Company has not in any manner been paid. That the parts and materials furnished were necessary for the completion of State Highway contract No. 4197 by Stephens & Carnes Construction Company.

Fred C Basche
President, Basche Sage Hdwe Co.

SUBSCRIBED and SWORN to before me this 5th day of May, 1955.

Notary Public for Oregon
My Commission Expires: 9/20/57

EXHIBIT "A"

BASCHE-SAGE HARDWARE CO.
AUTOMOTIVE · FARM · PLUMBING · MINE AND MILL SUPPLIES
BHC
WHOLESALE AND RETAIL
SHELF AND HEAVY HARDWARE
Baker, Oregon

Date Sept. 2, 1954

YOUR ORDER NO.

INVOICE NO.

Stepheng & Carnes Construction Co.
Baker, regon

TERMS: 2 PER CENT 10TH PROX.

DESIGNATIONS FOR SHORTAGES:
B. O.—BACK ORDERED. WILL SHIP UPON ARRIVAL.
OMIT—TEMPORARILY OUT. PLEASE REORDER.
OUT—CANCELLED.
DIRECT—ORDERED SHIPPED DIRECT.

INTEREST CHARGED ON ALL OVERDUE ACCOUNTS

ae 9/2/54

1 Sq Yd	1/64 Vellumoid	1.10		-30%	.77	
	W. E. Sullivan					
1 Only	110NR 6 Volt Pump	9.15			9.15	9.92
	H. N. Carnes					
Sept 15, 1954						
8 Only	3/8x1½ Cap Screws	2.70c	.22	-2%	.21	
1	Brake Band Relined	.75			.75	
1	HS1655 Gasket Set	3.90			4.51	5.47
1	OS31566	.61				
Sept 17, 1954						
1	Cleaning Brush	1.50			1.50	
	W. E. Sullivan					
1 Only	276 Proto	.98				
1	1126	1.24				
1	1224	2.10				
1	p Bottom Tap	.84				
1	3/8 Taper Tap	.57			6.57	8.07
1	½ Taper Tap	.84				

IMPORTANT—WE WILL NOT ACCEPT GOODS FOR CREDIT RETURNED WITHOUT OUR PERMISSION.

Forward

39759

Charles Stephens

Secretary

FAQ:fp

NOTED ON CARD

JL

EXAIBIT "A"

BASCHE-SAGE HARDWARE CO.
AUTOMOTIVE · FARM · PLUMBING · MINE AND MILL SUPPLIES · · ·
BSHCo.
WHOLESALE AND RETAIL
SHELF AND HEAVY HARDWARE
Baker, Oregon

YOUR ORDER NO.   INVOICE NO.   Date Sept. 2, 1954

Stephens & Carnes Construction Co.
Baker, Oregon

TERMS: 2 PER CENT 10TH PROX.

DESIGNATIONS FOR SHORTAGES:
B. O.—BACK ORDERED. WILL SHIP UPON ARRIVAL.
OMIT—TEMPORARILY OUT. PLEASE REORDER.
OUT—CANCELLED
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ac 9/2/54

INTEREST CHARGED ON ALL OVERDUE ACCOUNTS

1 Sq Yd	1/64 Vellumoid	1.10		-30%	.77	
	W. E. Sullivan					
1 Only	110NR 6 Volt Pump	9.15			9.15	9.92
	H. N. Carnes					
Sept 15, 1954						
8 Only	3/8x1½ Cap Screws	2.70c	.22	-2%	.21	
1	Brake Band Relined	.75			.75	
1	HS1655 Gasket Set	3.90				
1	OS31566	.61			4.51	5.47
Sept 17, 1954						
1	Cleaning Brush	1.50			1.50	
	W. E. Sullivan					
1 Only	276 Proto	.98				
1	1126	1.24				
1	1224	2.10				
1	p Bottom Tap	.84				
1	3/8 Taper Tap	.57				
1	½ Taper Tap	.84			6.57	8.07

IMPORTANT—WE WILL NOT ACCEPT GOODS FOR CREDIT RETURNED WITHOUT OUR PERMISSION.

Charles Stephens   Forward

39759

BASCHE-SAGE HARDWARE CO.
AUTOMOTIVE · FARM · PLUMBING · MINE AND MILL SUPPLIES · · ·
BSHCo.
WHOLESALE AND RETAIL
SHELF AND HEAVY HARDWARE
Baker, Oregon

YOUR ORDER NO.   INVOICE NO.   Date Sept. 18, 1954

Stephens & Carnes Constuction Co.
Page 2

TERMS: 2 PER CENT 10TH PROX.

DESIGNATIONS FOR SHORTAGES:
B. O.—BACK ORDERED. WILL SHIP UPON ARRIVAL.
OMIT—TEMPORARILY OUT. PLEASE REORDER.
OUT—CANCELLED.
DIRECT—ORDERED SHIPPED DIRECT

9/18/54

INTEREST CHARGED ON ALL OVERDUE ACCOUNTS

1 Only	437 Channelock	3.00		3.00	
1¼ Ft	¼ Copper Tubing	.13		.16	
2 Only	16" Monarch Mach Hdls	.40		.80	
1	Sledge Handle	1.10		1.10	
1	2" #75 Sargent Oil Gate	2.55		2.55	7/61
	Charles Stephens				
1 pr Plier		1.45			
1 Only	C 1316 Pressure Assy	14.95			
1	882 Disc	11.35			
Core Charge on Pressure Assy		3.00			
Core Charge on Plate		2.00			32.75
1	N1137 Throwout Bearing	5.65	-30%		3.95

SHELF AND HEAVY HARDWARE
Baker, Oregon

YOUR ORDER NO. INVOICE NO. Date Sept. 18, 1954

Stephens & Carnes Constuction Co.
Page 2

TERMS: 2 PER CENT 10TH PROX.

DESIGNATIONS FOR SHORTAGES:
B. O.—BACK ORDERED. WILL SHIP UPON ARRIVAL.
OMIT—TEMPORARILY OUT. PLEASE REORDER.
OUT—CANCELLED
DIRECT—ORDERED SHIPPED DIRECT.

9/18/54

INTEREST CHARGED ON ALL OVERDUE ACCOUNTS

1 Only	437 Channelock	3.00		3.00	
1¼ Ft	¼ Copper Tubing	.13		.16	
2 Only	16" Monarch Mach Hdls	.40		.80	
1	Sledge Handle	1.10		1.10	
1	2" #75 Sargent Oil Gate	2.55		2.55	7/61
	Charles Stephens				
1 pr Plier		1.45			
1 Only	C 1316 Pressure Assy	14.95			
1	882 Disc	11.35			
Core Charge on Pressure Assy		3.00			
Core Charge on Plate		2.00			32.75
1	N1137 Throwout Bearing	5.65	-30%		3.95
	Charles Stephens				44.31
Sept 20, 1954					
6"	.001 Shim Stock	.05		.30	
6 Only	44 Com AC Plugs	.53		3.18	
1	658 Gates	2.10		2.01	

IMPORTANT—WE WILL NOT ACCEPT GOODS FOR CREDIT RETURNED WITHOUT OUR PERMISSION.

Forward

BASCHE-SAGE HARDWARE CO.
AUTOMOTIVE · FARM · PLUMBING · MINE AND MILL SUPPLIES · · · WHOLESALE AND RETAIL
SHELF AND HEAVY HARDWARE
Baker, Oregon

YOUR ORDER NO. INVOICE NO. Date Sept 20, 1955

Stephens & Carnes Construction Co
Page 3

TERMS: 2 PER CENT 10TH PROX.

DESIGNATIONS FOR SHORTAGES:
B. O.—BACK ORDERED. WILL SHIP UPON ARRIVAL.
OMIT—TEMPORARILY OUT. PLEASE REORDER.
OUT—CANCELLED.
DIRECT—ORDERED SHIPPED DIRECT.

INTEREST CHARGED ON ALL OVERDUE ACCOUNTS

1 Qt	Silo	1.00	1.00	6.49
	W. E. Sullivan			
Sept 25, 1955				
1 Only	3440F Axel	19.05		19.05
Sept. 25, 1954				
Credit				
1 Only	Clutch Core Charge	5.00		-5.00
Sept. 27, 1955				
1 Gal	#21 Wagner Fluid	3.45		
1	P-113 Oil Filter	1.63	5.08	
	E. E. Sullivan			
1 Qt	HD Brake Fluid	1.15		
1	FC5443 Hose	.31	1.46	
1Qt	21B Brake Fluid	1.15		
1	FC4000 Fluid Hose	.96	2.11	8.65
	Stanley Pelley			

BASCHE-SAGE HARDWARE CO.
AUTOMOTIVE · FARM PLUMBING MINE AND MILL SUPPLIES · · · BHS Co · WHOLESALE AND RETAIL
SHELF AND HEAVY HARDWARE
Baker, Oregon

YOUR ORDER NO. INVOICE NO. Date Sept 20, 1955

Stephens & Carnes Construction Co
Page 3

TERMS: 2 PER CENT 10TH PROX.

DESIGNATIONS FOR SHORTAGES:
B. O.—BACK ORDERED. WILL SHIP UPON ARRIVAL.
OMIT—TEMPORARILY OUT. PLEASE REORDER.
OUT—CANCELLED.
DIRECT—ORDERED SHIPPED DIRECT.

INTEREST CHARGED ON ALL OVERDUE ACCOUNTS

1 Qt	Silo	1.00	1.00	6.49
	W. E. Sullivan			
Sept 25, 1955				
1 Only	3440F Axel	19.05		19.05
Sept. 25, 1954				
Credit				
1 Only	Clutch Core Charge	5.00		-5.00
Sept. 27, 1955				
1 Gal	#21 Wagner Fluid	3.45		
1	P-113 Oil Filter	1.63	5.08	
	E. E. Sullivan			
1 Qt	HD Brake Fluid	1.15		
1	FC5443 Hose	.31	1.46	
1Qt	21B Brake Fluid	1.15		
1	FC4000 Fluid Hose	.96	2.11	8.65
	Stanley Pelley			

39761

IMPORTANT—WE WILL NOT ACCEPT GOODS FOR CREDIT RETURNED WITHOUT OUR PERMISSION.

Forward

BASCHE-SAGE HARDWARE CO.
AUTOMOTIVE · FARM PLUMBING MINE AND MILL SUPPLIES · · · BHS Co · WHOLESALE AND RETAIL
SHELF AND HEAVY HARDWARE
Baker, Oregon

YOUR ORDER NO. INVOICE NO. Date Sept. 28, 1955

Stephens & Carnes Construction Co.
Page 4

TERMS: 2 PER CENT 10TH PROX.

DESIGNATIONS FOR SHORTAGES:
B. O.—BACK ORDERED. WILL SHIP UPON ARRIVAL.
OMIT—TEMPORARILY OUT. PLEASE REORDER.
OUT—CANCELLED
DIRECT—ORDERED SHIPPED DIRECT.

INTEREST CHARGED ON ALL OVERDUE ACCOUNTS

9/28/54

1 Pc	½ 6/19 US Flexset Preformed HC Reg Lay Wire Rope 50'	12.20c	6.10	
	R. J. Carnes			
1 Set	629.060 Rings	13.65	13.65	
6 Only	P297AX.060 Pistons	6.50	39.00	
6	2998.002 Bearings	2.58	15.48	
2	3361 Std "	2.04	4.08	
1	3362 "	3.30	3.30	
4	3363 "	1.65	6.60	
	Stage Charge		3.75	
	Phone Call		3.41	95.37

IMPORTANT—WE WILL NOT ACCEPT GOODS FOR CREDIT RETURNED WITHOUT OUR PERMISSION

Forward

BASCHE-SAGE HARDWARE CO.
AUTOMOTIVE · FARM · PLUMBING · MINE AND MILL SUPPLIES
BHC
WHOLESALE AND RETAIL
SHELF AND HEAVY HARDWARE
Baker, Oregon

YOUR ORDER NO.   INVOICE NO.   Date Sept. 28, 1955

Stephens & Carnes Construction Co.
Page 4

TERMS: 2 PER CENT 10TH PROX.

DESIGNATIONS FOR SHORTAGES:
B. O.—BACK ORDERED. WILL SHIP UPON ARRIVAL.
OMIT—TEMPORARILY OUT. PLEASE REORDER.
OUT—CANCELLED.
DIRECT—ORDERED SHIPPED DIRECT

INTEREST CHARGED ON ALL OVERDUE ACCOUNTS

9/28/54

1 Pc	½ 6/19 US Flexset Preformed HC Reg Lay Wire Rope 50'	12.20c	6.10	
	R. J. Carnes			
1 Set	629.060 Rings	13.65	13.65	
6 Only	P297AX.060 Pistons	6.50	39.00	
6	2998.002 Bearings	2.58	15.48	
2	3361 Std "	2.04	4.08	
1	3362 "	3.30	3.30	
4	3363 "	1.65	6.60	
	Stage Charge		3.75	
	Phone Call		3.41	95.37
October 2, 1954				
1	½x4½ Cap Screw			
1	½ SAE Nuts			.15
	S. S. Pelley			
1	FC8448 Wagner		1.76	
1	SS 545 Stan[illegible]d		2.10	3.86 4.01

IMPORTANT—WE WILL NOT ACCEPT GOODS FOR CREDIT RETURNED WITHOUT OUR PERMISSION.

Forward

BASCHE-SAGE HARDWARE CO.
AUTOMOTIVE · FARM · PLUMBING · MINE AND MILL SUPPLIES
BHC
WHOLESALE AND RETAIL
SHELF AND HEAVY HARDWARE
Baker, Oregon

YOUR ORDER NO.   INVOICE NO.   Date Oct. 4, 1954

Stephens & Carnes Construction Co.
Page 5

TERMS: 2 PER CENT 10TH PROX.

DESIGNATIONS FOR SHORTAGES:
B. O.—BACK ORDERED. WILL SHIP UPON ARRIVAL.
OMIT—TEMPORARILY OUT. PLEASE REORDER.
OUT—CANCELLED.
DIRECT—ORDERED SHIPPED DIRECT.

INTEREST CHARGED ON ALL OVERDUE ACCOUNTS

10/4/54

2/3 Ft	1½ Rad Hose	.71		.47	
1	AC 14 Crestoloy Wrench	1.45		1.45	
1	Gasket for 270 G. M. C.	1.75	-25%	1.31	3.23
	W. E. Sullivan				
October 5, 1954					
1½Ft	¼ Copper Tubing	.13		.19	
2	B21 ¼ Fitting	.10		.20	
6 Gal	1's Prestone	1.97		11.82	12.21
	S. S. Pelley				

BASCHE-SAGE HARDWARE CO.
AUTOMOTIVE · FARM · PLUMBING · MINE AND MILL SUPPLIES · · · WHOLESALE AND RETAIL
SHELF AND HEAVY HARDWARE
Baker, Oregon

YOUR ORDER NO. INVOICE NO. Date Oct. 4, 1954

Stephens & Carnes Construction Co.
Page 5

TERMS: 2 PER CENT 10TH PROX.

DESIGNATIONS FOR SHORTAGES:
B. O.—BACK ORDERED. WILL SHIP UPON ARRIVAL.
OMIT—TEMPORARILY OUT. PLEASE REORDER.
OUT—CANCELLED.
DIRECT—ORDERED SHIPPED DIRECT.

10/4/54

INTEREST CHARGED ON ALL OVERDUE ACCOUNTS

2/3 Ft	1½ Rad Hose	.71		.47	
1	AC 14 Crestoloy Wrench	1.45		1.45	
1	Gasket for 270 G. M. C.	1.75	-25%	1.31	3.23
	W. E. Sullivan				
October 5, 1954					
1½Ft	½ Copper Tubing	.13		.19	
2	B21 ½ Fitting	.10		.20	
6 Gal	1's Prestone	1.97		11.82	12.21
	S. S. Pelley				
October 8, 1955					
1 Only	FC-4000 Wagner	.96		.96	
1	20" Brake Line	.38		.38	
1	51 " " "	XXXXX .85		.85	
6 Gal	1's Prestone	1.97		11.82	
					14.01
	W. E. Sullivan				

IMPORTANT—WE WILL NOT ACCEPT GOODS FOR CREDIT RETURNED WITHOUT OUR PERMISSION.

ward

BASCHE-SAGE HARDWARE CO.
AUTOMOTIVE · FARM · PLUMBING · MINE AND MILL SUPPLIES · · · WHOLESALE AND RETAIL
SHELF AND HEAVY HARDWARE
Baker, Oregon

YOUR ORDER NO. INVOICE NO. Date Oct. 12, 1954

Stephens & Carnes Construction Co.
Page 6

TERMS: 2 PER CENT 10TH PROX.

DESIGNATIONS FOR SHORTAGES:
B. O.—BACK ORDERED. WILL SHIP UPON ARRIVAL.
OMIT—TEMPORARILY OUT. PLEASE REORDER.
OUT—CANCELLED.
DIRECT—ORDERED SHIPPED DIRECT.

ae

10/12/54

INTEREST CHARGED ON ALL OVERDUE ACCOUNTS

4 Only	29A Clearance Light	.46			1.84	
10	63 Mazda	.12	1.20	-80%	.72	
1	DV1H Thermostat	1.50			1.50	
2	Bars Leak 150	1.15			2.30	
1	VS32682 Gasket	.84			.84	
	Plus 2.3% Tax on 63 Lamps				.03	7.23
	W. E. Sullivan					
October 14, 1954						
1	25 ft Trouble Lamp	2.85			2.85	
2	D99 Flashlight Battery	.14			.28	
6	100 Watt RS Lamps	.35			2.10	
2 Cans	CD 2 Alemite	.95			1.90	
6	44 Common Plugs	.53			3.18	

IMPORTANT—WE WILL NOT ACCEPT GOODS FOR CREDIT RETURNED WITHOUT OUR PERMISSION.

ward

BASCHE-SAGE HARDWARE CO.

AUTOMOTIVE · FARM · PLUMBING · MINE AND MILL SUPPLIES · · · BHC · WHOLESALE AND RETAIL

SHELF AND HEAVY HARDWARE
Baker, Oregon

YOUR ORDER NO. INVOICE NO. Date Oct. 12, 1954

Stephens & Carnes Construction Co.
Page 6

TERMS: 2 PER CENT 10TH PROX.

DESIGNATIONS FOR SHORTAGES:
B. O.—BACK ORDERED. WILL SHIP UPON ARRIVAL.
OMIT—TEMPORARILY OUT. PLEASE REORDER.
OUT—CANCELLED.
DIRECT—ORDERED SHIPPED DIRECT.

ae

10/12/54

INTEREST CHARGED ON ALL OVERDUE ACCOUNTS

4 Only	29A Clearance Light	.46			1.84	
10	63 Mazda	.12	1.20	-40%	.72	
1	DV1H Thermostat	1.50			1.50	
2	Bars Leak 150	1.15			2.30	
1	VS32682 Gasket	.84			.84	
	Plus 2.3% Tax on 63 Lamps				.03	7.23
	W. E. Sullivan					
October 14, 1954						
1	25 ft Trouble Lamp	2.85			2.85	
2	D99 Flashlight Battery	.14			.28	
6	100 Watt RS Lamps	.35			2.10	
2 Cans	CD 2 Alemite	.95			1.90	
6	44 Common Plugs	.53			3.18	
	Plus 5% Lamp Tax				.10	10.41

W. E. Sullivan

IMPORTANT—WE WILL NOT ACCEPT GOODS FOR CREDIT RETURNED WITHOUT OUR PERMISSION.

Forward

BASCHE-SAGE HARDWARE CO.

AUTOMOTIVE · FARM · PLUMBING · MINE AND MILL SUPPLIES · · · BHC · WHOLESALE AND RETAIL

SHELF AND HEAVY HARDWARE
Baker, Oregon

YOUR ORDER NO. INVOICE NO. Date Oct. 28 1954

Stephens & Carnes Construction Co.
Page 7

TERMS: 2 PER CENT 10TH PROX.

DESIGNATIONS FOR SHORTAGES:
B. O.—BACK ORDERED. WILL SHIP UPON ARRIVAL.
OMIT—TEMPORARILY OUT. PLEASE REORDER.
OUT—CANCELLED.
DIRECT—ORDERED SHIPPED DIRECT

ae

10/28/54

INTEREST CHARGED ON ALL OVERDUE ACCOUNTS

1 Only	942 Axle Shaft	16.10	
	Bus & Messenger	1.40	
	Phone	1.76	19.26

1	DV1H Thermostat	1.50	1.50	
2	Bars Leak 150	1.15	2.30	
1	VS32682 Gasket	.84	.84	
	Plus 2.3% Tax on 63 Lamps		.03	7.23

W. E. Sullivan

October 14, 1954

1	25 ft Trouble Lamp	2.85	2.85	
2	D99 Flashlight Battery	.14	.28	
6	100 Watt RS Lamps	.35	2.10	
2 Cans	CD 2 Alemite	.95	1.90	
6	44 Common Plugs	.53	3.18	
	Plus 5% Lamp Tax		.10	10.41

W. E. Sullivan

2766

IMPORTANT—WE WILL NOT ACCEPT GOODS FOR CREDIT RETURNED WITHOUT OUR PERMISSION.

Forward

BASCHE-SAGE HARDWARE CO.

AUTOMOTIVE · FARM · PLUMBING · MINE AND MILL SUPPLIES · · · · WHOLESALE AND RETAIL

BSH Co.

SHELF AND HEAVY HARDWARE

Baker, Oregon

YOUR ORDER NO. INVOICE NO. Date Oct. 28 1954

Stephens & Carnes Construction Co.
Page 7

TERMS: 2 PER CENT 10TH PROX.

DESIGNATIONS FOR SHORTAGES:
B. O.—BACK ORDERED. WILL SHIP UPON ARRIVAL
OMIT—TEMPORARILY OUT. PLEASE REORDER.
OUT—CANCELLED.
DIRECT—ORDERED SHIPPED DIRECT.

ae

10/28/54

INTEREST CHARGED ON ALL OVERDUE ACCOUNTS

1 Only	942 Axle Shaft	16.10	
	Bus & Messenger	1.40	
	Phone	1.76	19.26

TOTAL — 262.69

39765

IMPORTANT—WE WILL NOT ACCEPT GOODS FOR CREDIT RETURNED WITHOUT OUR PERMISSION.

RECEIVED
MAY 17 1955
FOR FILING

[illegible]

4197

Lewis

Files

May 10, 1955

Honorable Earl T. Newbry
Secretary of State
Salem, Oregon

Attention: Mr. George C. Stephens, Clerk
Records Division

Dear Sir:

Thank you for your letter of May 6 to which was attached three copies of a claim filed with your office by Basche Sage Hardware Company against Stephens & Carnes in the amount of $262.69. The claim is against Contract No. 4197 and bears your file No. 3506.

We do not need the itemized copies of the claim, which you offered to send to us.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp

NOTED ON CARD
gl

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

May 6, 1955

Mr. [illegible], Secretary
State Highway Commission
Salem, Oregon

Dear Sir:

We have received from [illegible] & Morton and filed as of today a notice of claim by [illegible] Hardware Company, for parts and material furnished in the sum of $762.69 against the bond taken from Stephens & Carnes Construction Company, Principal, and General Casualty Company of America, Surety, Robert Cross, Agent, for the work of grading and surfacing the east unit, Rock Creek-Haines section of the Rock Creek Baker County, road, State Highway contract No. 4197, our file No. 3506.

We are enclosing three copies of the claim for your information and files. Kindly acknowledge same for our records.

Very truly yours,

EARL T. NEWBRY
Secretary of State

By Geo A Stephens
Clerk
Records Division

NF:M
Enc.

P. S. "Exhibit A" which is mentioned in the claim is an itemized statement and we did not have extra copies made. Should you desire the copies, kindly advise and they will be promptly forwarded to you.

NOTED ON CARD
gf

RECEIVED
MAY 10 1955
OREGON
STATE HIGHWAY COMMISSION

3

NOTICE OF CLAIM
(Basche Sage Hardware Co.-Stephens & Carnes Construction Co.)

TO: State Highway Commission, State of Oregon:

NOTICE IS HEREBY GIVEN, that the undersigned Basche Sage Hardware Company, a corporation, with its principal office and place of business in Baker, Oregon, has a claim for parts and materials furnished according to the statement attached hereto, marked Exhibit "A" and by this reference made a part hereof, in the sum of $262.69 against the bond taken from Stephens & Carnes Construction Company, principal, and General Casualty Company of America, through their agent Robert Cross, 111 East Broadway, Eugene, Oregon, surety, for the work of grading and servicing the east unit, Rock Creek-Haines section of the Rock Creek Baker County road, under State Highway contract No. 4197.

BASCHE SAGE HARDWARE COMPANY
By Fred C Basche
President

RECEIVED
APR 27 1955
FOR FILING

[illegible]
4197

April 25, 1955

Honorable Earl T. Newbry
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens, Clerk
Records Division

Dear Sir:

Thank you for your letter of April 22 to which was attached three copies of a claim filed with your office by Morris-Nelson Company for parts and labor furnished to what appears to be Stephens & Carnes Construction Co., Contract No. 4197. The claim is in the sum of $201.68.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp

NOTED ON CARD

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

April 22, 1955

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Morris-Nelson Co., 204 6th Street, Redmond, Oregon, and filed as of April 21, 1955, a notice of claim by Morris-Nelson Co., for furnishing parts and labor in the amount of $201.68 on equipment used on the job sight at the Culvert-E Unit-Rock Creek near Haines, Oregon, against the bond taken from Stephens and Carnes, principal and General Casualty Company of America, surety, for construction of Culvert-E Unit-Rock Creek near Haines, Oregon by the Oregon State Highway Commission.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

EARL T. NEWBRY
Secretary of State

By Leo Stephens
Clerk, Records Division

NF:K
Enc.

RECEIVED
APR 25 1955
OREGON
STATE HIGHWAY COMMISSION

[illegible]

[illegible]

RECEIVED
APR 27 1955
FOR FILING

[illegible]
4197

April 25, 1955

General Casualty Company of America
Portland Branch Office
209 S. W. Fourth Avenue
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by Morris-Nelson Co., 204 Sixth Street, Redmond, Oregon, against Stephens & Carnes Construction Co. on what appears to be State Highway Contract No. 4197 awarded to Stephens & Carnes Construction Company for work on the East Unit, Rock Creek-Haines Section of the Rock Creek-Baker County Road. The claim is for parts and labor furnished to the contractor in the sum of $201.68.

We provide this information as your Company appears as Surety on the Performance Bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp

Enclosure

cc Stephens & Carnes Construction Co.
P. O. Box 448
Junction City, Oregon

Robert Cross
111 East Broadway
Eugene, Oregon

NOTED ON CARD

Morris - Nelson Co.

Sales - Parts - Service

204 6th Street
REDMOND, OREGON

PONTIAC
INTERNATIONAL TRUCKS
USED CARS AND TRUCKS
GENUINE PARTS & ACCESSORIES
GENERAL TIRES
LOGGING TRAILERS
BATTERIES
BEAR ALIGNMENT
WHEEL BALANCING
LUBRICATION
STEAM CLEANING
MOTOR TUNE-UP
WELDING
BODY REPAIRS AND PAINTING
UNDERSEALING
PORCELAINIZING
FRAME STRAIGHTENING
GENERATOR REPAIR
LINE BORING
AIR BRAKE REPAIR
SPEEDOMETER CABLES
HEADLIGHT TESTING
FISHPLATING
CARBURETOR REPAIR
WASHING
VALVE RESEATING
RADIATOR FLUSHING
LIFT TRUCK REPAIR
TOWING
DISTRIBUTOR REPAIR
DIESEL REPAIRS
ENGINE REBUILDING

NOTICE

To: Secretary of State
State of Oregon
Salem, Oregon

Notice is hereby given that the undersigned, Morris - Nelson Company, has a claim for furnishing Parts and Labor in the amount of $201.68 on equipment used on the job sight at the Culvert-E Unit-Rock Creek near Haines, Oregon, against the bond taken from Stephens and Carnes and General Casualty Company of America, for construction of Culvert-E Unit-Rock Creek near Haines, Oregon by the Oregon State Highway Commission.

Morris - Nelson Co.

By J E Morris
J.E. Morris - Partner
Morris - Nelson Co.

Dated at Redmond, Oregon, this 20th day of April, 1955

INTERNATIONAL

Morris - Nelson Co.
Sales - Parts - Service
204 6th Street
REDMOND, OREGON

PONTIAC
INTERNATIONAL TRUCKS
USED CARS AND TRUCKS
GENUINE PARTS & ACCESSORIES
GENERAL TIRES
LOGGING TRAILERS
BATTERIES
BEAR ALIGNMENT
WHEEL BALANCING
LUBRICATION
STEAM CLEANING
MOTOR TUNE-UP
WELDING
BODY REPAIRS AND PAINTING
UNDERSEALING
PORCELAINIZING
FRAME STRAIGHTENING
GENERATOR REPAIR
LINE BORING
AIR BRAKE REPAIR
SPEEDOMETER CABLES
HEADLIGHT TESTING
FISHPLATING
CARBURETOR REPAIR
WASHING
VALVE RESEATING
RADIATOR FLUSHING
LIFT TRUCK REPAIR
TOWING
DISTRIBUTOR REPAIR
DIESEL REPAIRS
ENGINE REBUILDING

AFFIDAVIT

State of Oregon)
)ss
County of Deschutes)

I, J. E. Morris, Partner of Morris - Nelson Co., do hereby depose and say:

That Morris - Nelson Co. furnished Parts and Labor to Stephens and Carnes of Junction City, Oregon, on equipment used on the job sight at Culvert-E Unit-Rock Creek near Haines, Oregon and that payment for same, in the amount of $201.68 has not been received.

JE Morris
J.E. Morris

Subscribed and sworn to before me this 20th day of April, 1955

Gilbert H. McFadden
Notary Public for Oregon
My Commission expires September 10, 1957
Residing at Redmond, Oregon

INTERNATIONAL

RECEIVED
MAR 30 1955
FOR FILING

[illegible]

Files

March 25, 1955

General Casualty Company of America
Portland Branch Office
209 S. W. Fourth Avenue
Portland 4, Oregon

Attention: Mr. G. N. Burnett

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by Heber E. Hunt against Stephens and Carnes in the sum of $186.81. The claim is for tires furnished to W. E. Sullivan who performed hauling work for the contractor on our contract No. 4197 for grading and oil mat surfacing on the east unit of the Rock Creek-Haines Section of the Rock Creek-Baker County Road.

We provide this information as your company appears as Surety on the Performance Bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp

Enc.
cc Stephens & Carnes Construction Co.
Robert Cross

NOTED ON CARD

Baker, Oregon
March 21, 1955

To Secretary of State, Salem, Oregon

Notice hereby is given that the undersigned, Heber E. Hunt, has a claim for the cost of tires, furnished to W. E. Sullivan who did hauling work for Stephens & Carnes, in the sum of one hundred eighty six dollars and eighty one cents, against the bond taken by Stephen & Carnes from General Casualty Company of America through their agent, Mr. Robert Cross, 111 East Broadway, Eugene, for the work done on the Rock Creek-Haines Section of the Rock Creek-Baker County Road known as Highway Contract No. 4197.

Heber E. Hunt.
Heber E. Hunt

RECEIVED
MAR 30 1955
FOR FILING

S-4410
4197

March 25, 1955

Honorable Earl T. Newbry
Secretary of State
Salem, Oregon

Attention: Mr. Geo C. Stephens

Dear Sir:

Thank you for your letter of March 24 to which was attached three copies of a claim filed with your office by Heber E. Hunt against Stephens and Carnes in the sum of $186.81. The claim is for tires furnished to W. E. Sullivan on State Highway Contract No. 4197, your file No. 3499.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp

NOTED ON CARD

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

March 24, 1955

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of March 23rd, a notice of claim by Heber E. Hunt, in the sum of $186.81, against the bond taken from Stephen & Carnes, Principal, and General Casualty Company of America, Surety, for the work done on the Rock Creek-Haines Section of the Rock Creek-Baker County Road, Highway Contract No. 4197, our file No. 3499.

Very truly yours,

EARL T. NEWBRY
Secretary of State

By Geo A. Stephens
Clerk
Records Division

NF:M
Enc.

P. S. We are enclosing three copies of the claim for your information and files. Kindly acknowledge receipt of same.

NOTED ON [illegible]

RECEIVED
MAR 10 1955
FOR FILING

5-11-4 (1)
4197

March 9, 1955

Honorable Earl T. Newbry
Secretary of State
Salem, Oregon

Attention: Mr. George C. Stephens

Dear Sir:

This acknowledges your letter of March 7 to which was attached three copies each of two claims filed with your office by Arthur Simonsen.

One of these claims in the sum of $1,170.00 is against Stephens and Carnes Construction Co. on State Highway Contract No. 4197 and bears your file No. 3493.

The other claim is against Coast Asphalt Paving Co. in the sum of $1,064.00 on State Highway Contract No. 4196, your file No. 3494.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp

NOTED ON CARD

Liens.

March 9, 1955

General Casualty Company of America
Portland Branch Office
209 S.W. 4th Avenue
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by Arthur Simonsen against Stephens & Carnes Construction Co. This claim is in the sum of $1,170.00 for labor and equipment in producing crushed materials on State Highway Contract #4197 for grading and oil mat surfacing the East Unit, Rock Creek-Haines Section of the Rock Creek-Baker County Road.

This information is furnished because your Company appears as surety on the Performance Bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAG:fp
Attach.

cc Stephens & Carnes Construction Co.
Robert Cross

NOTED ON CARD

ARTHUR SIMONSEN GENERAL CONTRACTOR

2925 Grandview Drive Baker, Oregon **Telephone 1177**

March 5, 1955

Secretary of State

State of Oregon ;

Notice hereby is given that the undersigned (Arthur Simonsen) has a claim for furnishing all labor and equipment for producing crushed materials in the sum of one thousand one hundred and seventy dollars against the bond taken from Stephens and Carnes Construction Co. and General Casualty Co. of America for the work of grading , surfacing and oiling East Unit Rock Creek - Haines Section Rock Creek Road in Baker County Oregon - Contract No. 4197.

By Arthur Simonsen

Arthur Simonsen

File No. 3493

FILED
MAR 7 1955
EARL T. NEWBRY
SECRETARY OF STATE

RECEIVED
MAR 10 1955
FOR FILING

[illegible]

[illegible]

March 9, 1955

Honorable Earl T. Newbry
Secretary of State
Salem, Oregon

Attention: Mr. George C. Stephens

Dear Sir:

This acknowledges your letter of March 7 to which was attached three copies each of two claims filed with your office by Arthur Simonsen.

One of these claims in the sum of $1,170.00 is against Stephens and Carnes Construction Co. on State Highway Contract No. 4197 and bears your file No. 3493.

The other claim is against Coast Asphalt Paving Co. in the sum of $1, 064.00 on State Highway Contract No. 4196, your file No. 3494.

Very truly yours,

OREGON STATE HIGHWAY COMM.

Secretary

FAQ:fp

Earl T. Newbry

Secretary of State

Salem, Oregon

March 7, 1955

Mr. H. B. Glaisyer, Secretary
State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of today the following notices of claim:

> Notice by Arthur Simonsen for labor and equipment in the sum of $1,170.00 against the bond taken from Stephens and Carnes Construction Co. Principal, and General Casualty Co. of America for work of grading and surfacing and oiling East Unit Rock Creek - Haines Section Rock Creek Road in Baker County Oregon Contract No. 4197, our file No. 3493.
>
> Notice by Arthur Simonsen for labor and equipment in the sum of $1,064.00 against the bond taken from Coast Asphalt Paving Co., Principal, and St. Paul Mercury Indemnity Co., Surety for the Work of grading and paving of City Street in the City of Condon, Contract No. 4196, our file No. 3494.

We are enclosing three copies of the claim for your information and files. Kindly acknowledge receipt of same for our records.

Very truly yours,

EARL T. NEWBRY
Secreaty of State

By /s/ Geo. C. Stephens

Clerk
Records Division

NF:M

ARTHUR SIMONSEN GENERAL CONTRACTOR
2925 Grandview Drive Baker, Oregon Telephone 1177

March 5, 1955

Secretary of State

State of Oregon ;

Notice hereby is given that the undersigned (Arthur Simonsen) has a claim for furnishing all labor and equipment for producing crushed materials in the sum of one thousand one hundred and seventy dollars against the bond taken from Stephens and Carnes Construction Co. and General Casualty Co. of America for the work of grading , surfacing and oiling East Unit Rock Creek - Haines Section Rock Creek Road in Baker County Oregon - Contract No. 4197.

By Arthur Simonsen

Arthur Simonsen

RECEIVED
MAR 9 1955

MILLER'S TRUCK PARTS
AND
EQUIPMENT COMPANY

1001 S. E. HAWTHORNE BOULEVARD, PORTLAND 14, OREGON · EMpire 1112

5-168 (1)
4117

March 8 1955

Oregon State Hiway Commission
Salem Oregon

Attn Mr Glaisyer

Dear Sir:

With regard to your letter of the 24th of February, Stevens and Carnes Construction Company owes us $200 for the differential they purchased.

Thank you.

Sincerely yours
Miller's Truck Parts

Robert L. McMurron

REFERRED TO
SECRETARY

NOTED
FLOYD QUERY

RECEIVED
MAR 9 1955
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 9 1955
FOR FILING

[illegible]
4197

Lewis
8

March 8, 1955

General Casualty Company of America
Portland Branch Office
209 S. W. Fourth Avenue
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Gentlemen:

We have received a letter and statement of claim from Mr. H. E. Hunt, Second and Broadway, Baker, Oregon, in which he states that Mr. V. E. Sullivan owes him $186.81 for truck tires. It appears that Mr. Sullivan was doing hauling work for Stephens & Carnes on Highway Contract No. 4197 on the East Unit, Rock Creek-Haines Section of the Rock Creek-Baker County Road.

This information is furnished as your Company appears as surety on the Performance Bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp

cc Mr. Robert Cross
Stephens & Carnes Construction Co.

ED ON CARD
g

RECEIVED
MAR 9 1955
FOR FILING

[illegible]
[illegible]

March 8, 1955

Mr. H. E. Hunt
Second and Broadway
Baker, Oregon

Dear Mr. Hunt:

We have your letter of March 2 to which was attached your statement in the amount of $186.81 for truck tires furnished to W. E. Sullivan who did hauling work for Stephens & Carnes on the East Unit, Rock Creek-Haines Section of the Rock Creek-Baker County Road. This job is known as Highway Contract No. 4197.

The Performance Bond which assures completion of the contract and the payment of all bills incurred in the contract was furnished by General Casualty Company of America through their agent, Mr. Robert Cross, 111 East Broadway, Eugene. It is expected that the contract will be completed sometime during the early summer of this year.

If you wish to protect your claim for a period longer than six months following completion of the contract and acceptance by the Commission, you should file your claim with the Secretary of State. For your information and convenience, we are attaching excerpts from the Oregon Laws outlining the procedure necessary for this filing.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp
Attach.

NOTED ON CARD

Baker, Oregon
March 2, 1955

Mr. H. B. Glaisyer
Secretary of the State Highway Commission
State Highway Department
Salem, Oregon

Dear Mr. Glaisyer:

I am enclosing a statement that I sent to Stephens & Carnes which was returned with Mr. Stephen's comment. This bill represents two tires that Mr. Stephens ordered and had mounted on a truck owned by Wallace Sullivan. The truck was being used to haul gravel on the East Unit, Rock Creek-Haines Section, Contract No. 4197.

I have contacted Mr. Sullivan on several occasions but he claimed Stephens & Carnes had not paid him for the work he performed and he suggested that I collect for the tires from Stephens and Carnes.

If you can give me any help in collecting this bill I will greatly appreciate it.

Very truly yours,
H E Hunt
H. E. Hunt
2nd & Broadway
Baker, Oregon

RECEIVED
[illegible]
STATE [illegible]

[illegible] ON CARD

HUNT'S CHEVRON SERVICE

SECOND AND BROADWAY

PHONE 128

Baker, Oregon, Jan 1955

Sold to Stephens & Carnes
P. O. Box 448
Junction City Ore

DATE		CHARGES	CREDITS
	Bal due on Tractors	186.81	

These tire were sold to you for a Job to be done by W C Sullivan with his trucks.

We can not seem to locate him so have wrote to you

Thank you
H E Hunt

Over

RECEIVED
FEB 23 1955
DIVISION OFFICE
LA GRANDE

Wallace Sullivan is in Bend Oregon
you can Contact him there -
We have gone out of Business and
have more bills than we can pay, I
hope you can Contact Sullivan

Sincerely
Charles S. Stephens

S-168(1) East Unit, Rock Cr.-Haines 1954
Sec., Rock Cr. Co. Rd.
#4197 Folder # 1

S-168(1) East Unit, Rock Cr.-Haines 1954
Sec., Rock Cr. Co. Rd.
#4197 Folder # 1

RECEIVED
MAR 7 1955
FOR FILING

[illegible]
4197

February 28, 1955

St. Paul-Mercury Indemnity Co.
Northwest Branch Office
Mills Building
San Francisco 4, California

General Casualty Company of America
309 S. W. Fourth Avenue
Portland, Oregon

Gentlemen:

Attached is an amended notice of claim which has been filed with the Secretary of State by Feenaughty Machinery Company against Coast Blacktop Paving Company on Contract No. 4136 for work on the highway and city streets in Condon and against Stephens and Carnes for work performed on State Highway Contract No. 4197 for grading and surfacing the East Unit, Rock Creek-Haines Section of the Rock Creek Baker County Road. The total amount of the claim is $3,976.22, but there is no indication given as to how much applied to each contract. This is the same claim concerning which we wrote to you on February 17th.

This information is provided as your company appears as surety on one of the contracts mentioned.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdm
Attach.

cc - Lumbermens Insurance Agency
Coast Blacktop Paving Company
Stephens and Carnes Construction Co.

NOTED ON CARD

BRANCH OFFICES
AND WAREHOUSES
SEATTLE
SPOKANE
BOISE

Feenaughty Machinery Company

ROAD BUILDING MACHINERY
CONTRACTORS EQUIPMENT AND SUPPLIES
SAWMILL MACHINERY

112 S. E. BELMONT STREET
PORTLAND 14, OREGON

February 21, 1955

Secretary of State
Salem, Oregon

Dear Sir:

Notice hereby is given that the undersigned, Feenaughty Machinery Co., has a claim for rental of equipment, repair parts, and return freight in the sum of $3976.22 against the bond taken from Coast Blacktop Paving Company and the St. Paul-Mercury Indemnity Company as surety for the work of State Highway Contract No. 4196 for grading and paving the highway and city streets in the city of Condon, and against the bond taken from Stevens and Carnes Construction Company and the General Casualty Company of America as surety for the work of State Highway Contract No. 4197 for grading and oil mat surfacing on the East Unit, Rock Creek - Haines Section of the Rock Creek Baker County Road.

This is an amended notice of claim, substituting for the first two paragraphs of our notice of February 14, 1955 sent to the Oregon State Highway Department and copy sent to the Secretary of State.

Yours very truly,

FEENAUGHTY MACHINERY CO.

D J Feenaughty

President

DJF fg

cc: Oregon State Highway Dept.

File No. 3485

FILED
FEB 23 1955
EARL T. NEWBRY
SECRETARY OF STATE

NOTED ON CARD

SECRETARY OF STATE
RECEIVED
FEB 23 1955
EARL T. NEWBRY

RECEIVED
MAR 7 1955
FOR FILING

S-16 (1)
4197

February 28, 1955

Hon. Earl T. Newbry
Secretary of State
Capitol

Attention: Mr. Geo. C. Stephens

Dear Sir:

Thank you for your letter of February 24th to which was attached three copies of a claim filed with your office by Feenaughty Machinery Company against Coast Blacktop Paving Company on Contract No. 4196 and against Stephens and Carnes on Contract No. 4197. The total amount of this claim is $3,976.22 and bears your file No. 3485.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:mdm

NOTED ON CARD

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

[illegible]

4196
4197

[illegible]

[illegible]

[illegible] claim [illegible] Company, [illegible]

[illegible],

Geo Stephens

[illegible]

RECEIVED
FEB 25 1955
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 1 1955
FOR FILING

5-16R (1)
4197

Lewis

February 28, 1955

General Casualty Company of America
209 S. W. Fourth Avenue
Portland, Oregon

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by Haines Commercial Company, Inc., Haines, Oregon, in the amount of $49.35 for materials and supplies furnished to the contractor on Contract No. 4197 for grading and oil mat surfacing on the East Unit, Rock Creek-Haines Section of the Rock Creek Baker County Road.

We provide this information as your Company appears as surety on the performance bond furnished with this contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdn
Attach.

cc - Stephens and Carnes Construction Co.
P. O. Box 448
Junction City, Oregon

NOTED ON CARD

HAINES COMMERCIAL COMPANY

INTERNATIONAL TRUCKS - TRACTORS - FARM AND INDUSTRIAL MACHINERY
SERVICE AND PARTS

GRAIN - FEED
WHOLESALE and RETAIL

P. O. BOX 1176
HAINES, OREGON

LEE A. DUNCAN, President
GLENN DUNCAN, Sec. and Mgr.

TELEPHONE 58

February 21, 1955.

Earl T. Newbry,
Secretary of State,
Oregon State Hi-way Dept.,
Salem, Oregon.

Dear Sir: Re: 36-15, 803 Stephens & Carnes Const.

Notice is hereby given that the undersigned, HAINES COMMERCIAL COMPANY, INC., has a claim for materials and supplies furnished in the sum of $ 49.35 against the bond taken from THE GENERAL CASUALTY CO. of AM. for the work of Stephens & Carnes Construction Co. awarded State Highway Contract No. 4197 on the East Unit, Rock Creek-Haines Section of the Rock Creek Baker County Road.

HAINES COMMERCIAL COMPANY, INC.,

By ________________
President

LAD

File No. 3487

FILED
FEB 21 1955
EARL T. NEWBRY
SECRETARY OF STATE

OF ST
RECEIVED
FEB 21 1955
EARL T. NEWBRY

9

RECEIVED
MAR 1 1955
FOR FILING

S-168(1)
4197

February 28, 1955

Hon. Earl T. Newbry
Secretary of State
Capitol

Attention: Mr. Geo. C. Stephens

Dear Sir:

This is to acknowledge your letter of February 24th to which was attached three copies of a claim which has been filed with your office by Haines Commercial Company, Inc., against Stephens and Carnes on Highway Contract No. 4197. The amount of the claim is $49.35 and bears your file No. 3487.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:mdm

NOTED ON CARD

RECEIVED
MAR 1 1955
FOR FILING

S-168(1)
4197

[illegible]

February 28, 1955

Hon. Earl T. Newbry
Secretary of State
Capitol

Attention: Mr. Geo. C. Stephens

Dear Sir:

This is to acknowledge your letter of February 24th to which was attached three copies of a claim which has been filed with your office by Haines Commercial Company, Inc., against Stephens and Carnes on Highway Contract No. 4197. The amount of the claim is $49.35 and bears your file No. 3487.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:mdm

NOTED ON CARD

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

[illegible] 1955

4197

Mr. [illegible] Wright, [illegible]
Oregon State Highway [illegible]
Salem, Oregon

Dear Sir:

[illegible] $49.35 [illegible] Oregon [illegible]

[illegible] three copies [illegible]

[illegible] copy [illegible] our records.

Yours truly,

Earl T. Newbry
Secretary of State

Geo A Stephens
By
[illegible], Records Division

[illegible]F:K
Enc.

RECEIVED
FEB 25 1955
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD

RECEIVED
FEB 28 1955
FOR FILING

S-1881

[illegible]

February 25, 1955

Feenaughty Machinery Company
112 S. E. Belmont Street
Portland 14, Oregon

Attention: Mr. D. J. Feenaughty
President

Gentlemen:

This in reply to your letter of February 24, 1955 concerning your claim against Stephens and Carnes arising out of State Highway Contracts No. 4196 and 4197. You advise that the General Casualty Company of America, surety on the bond furnished by Stephens and Carnes, recognizes your claim for equipment rentals up to November 15, 1954 but does not recognize any claim that arose subsequent to that date. You inquire whether or not in our estimation the General Casualty Company is responsible for the return of your equipment at its cost and expense.

Contrary to your assumption, we have not heretofore received an inquiry such as yours; however, had the question been asked I would have had to disclaim any particular interest. It appears to us that this is entirely a matter for adjustment between yourselves and the contractor's surety. We have no knowledge of the details of the claim, neither do we have the facilities to investigate claims that arise out of State Highway contracts.

The law requires the Highway Commission to obtain from a successful bidder on its work a performance bond for protection of claims against the job and to assure satisfactory completion of the project, and so far as I have been advised that is as far as the Commission is obligated to go. It appears to me, therefore, that if you are unable to obtain satisfaction from General Casualty Company of America by negotiation, then you should start a proceeding in the courts. I believe that you previously have been informed as to the procedure to be followed; nonetheless, I enclose an excerpt from the Oregon statutes covering the filing of claims and the procedure to be followed subsequent thereto.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

BRANCH OFFICES
AND WAREHOUSES

SEATTLE
SPOKANE
BOISE

Feenaughty Machinery Company

ROAD BUILDING MACHINERY
CONTRACTORS EQUIPMENT AND SUPPLIES
SAWMILL MACHINERY

112 S. E. BELMONT STREET

PORTLAND 14, OREGON

February 24, 1955

Oregon State Highway Commission
Salem, Oregon

Attention: H. B. Glasyer, Secretary

Gentlemen:

As you have been informed, we notified you February 14 regarding the claim which we have against Stephens and Carnes and Surety, General Casualty Co. of America, on jobs #4196 and 4197. We notified the Secretary of State on February 21 with an amended notice of claim and sent you a copy.

We now have a letter from the General Casualty Co. of America that they will recognize all rentals up to November 15, 1954 but that the rental contract which we had with Stephens and Carnes is not recognized by them because they claim that the job was abandoned on November 15, 1954. We know that Stephens and Carnes left the job on or about that date, but we feel that the bonding company must be responsible for finishing the job. The point in question is that when Stephens and Carnes gave up the job, we had to send a hauler to bring in the equipment which was rented to them. The transportation charges for bringing in this equipment amounted to in round figures $730.00. The bonding company acknowledges that they will pay the rentals up to Novmeber 15, but that they deny they are obligated to pay the return freight. Our contract with Stephens and Carnes called for the return of the rented equipment f.o.b. Portland, so they would be liable for the return freight if they could pay their bills. They do not have any finances so we cannot collect from them and we would like to know if it is your interpretation that the bonding company is responsible for return freight or whether we will have to stand those charges. Undoubtedly you have had inquiries as to this question before so that you can inform us accordingly. We would appreciate your answer.

Yours truly,

FEENAUGHTY MACHINERY CO.

DJ Feenaughty

President

ANSWERED
H. B. GLAISYER

RECEIVED
FEB 25 1955
OREGON
STATE HIGHWAY COMMISSION

DJF fg

QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE, ALL SALES, CONTRACTS OR AGREEMENTS SUBJECT TO STRIKES, ACCIDENTS OR CAUSES BEYOND THE COMPANY'S CONTROL.

Lew

RECEIVED
MAR 1 1955
FOR FILING

5-168 (1)
4197

February 24, 1955

General Casualty Company of America
209 S. W. Fourth Avenue
Portland, Oregon

Gentlemen:

We have received an affidavit of claim from Miller's Truck Parts and Equipment, 10th at S. E. Hawthorne Boulevard, Portland 14, stating that Stephens and Carnes owe them for an Eaton two speed differential purchased on August 21, 1954. The amount of the claim is not given. It appears, however, that it applies to Contract No. 4197 which was awarded to Stephens and Carnes Construction Company for work on the East Unit, Rock Creek-Haines Section of the Rock Creek Baker County Road.

This information is provided as your company appears as surety on the bond furnished with this contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdm

cc - Stephens and Carnes Construction Co.
P. O. Box 448
Junction City, Oregon

NOTED ON CARD
H

ED
55
NG

February 24, 1955

Miller's Truck Parts and Equipment
10th at S. E. Hawthorne Boulevard
Portland 14, Oregon

Gentlemen:

The attached affidavit which you sent to the Secretary of State has been forwarded to this office. Apparently, the affidavit is not in order for filing with their office.

It appears that your claim is against Stephens and Carnes Construction Company who were awarded Contract No. 4197 for grading and oil mat surfacing on the East Unit, Rock Creek-Haines Section of the Rock Creek Baker County Road. Completion date for this contract is expected about July 1, 1955.

The General Casualty Company of America through Robert Cross, 111 East Broadway, Eugene, furnished the bond with this contract, which bond is given to assure completion of the job and payment of all bills incurred in it. If you wish to protect your claim against the bond for a period longer than six months following completion of the contract and acceptance by the Commission, then a filing should be made with the Secretary of State. Attached is an excerpt from the Oregon Laws outlining the procedure necessary for such a filing.

So our records may be complete, will you kindly advise the amount of your claim. In the meantime, we will advise the surety with the information that has been provided us and will also notify the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

NOTED ON CARD

FAQ:mdm
Attach.

STATE OF OREGON)
) ss.
County of Multnomah)

I, C. R. Miller, being first duly sworn, depose and say that Stevens and Carnes Baker Oregon on August 21 1954 purchased a 16600 Eaton two speed differential from us - payment for which has never been received.

COPY

Subscribed and sworn to before me this 15th day of January 1955.

/s/ Robert L. McMurran
Notary Public for Oregon.

My Commission Expires 4/16/55

(Contract No. 4197)

NOTED ON CARD

RECEIVED
MAR 1 1955
FOR FILING

5-168 (1)
4197

Lewis

February 23, 1955

General Casualty Company of America
209 S. W. Fourth Avenue
Portland, Oregon

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by John K. Proebstel against Stephens and Carnes Construction Company. This claim is in the sum of $475.00 for bulldozing work performed on a gravel pit in connection with State Highway Contract No. 4197 on the East Unit, Rock Creek-Haines Section of the Rock Creek Baker County Road.

This information is provided as your company appears as surety on the bond furnished for this contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdm
Attach.

cc - Stephens and Carnes Construction Co.
P. O. Box 448
Junction City, Oregon

NOTED ON CARD

[illegible], Oregon.
[illegible], 1955.

To:
Oregon State [illegible],
[illegible],
Salem, Oregon.

Notice hereby is given that the undersigned, [illegible] gravel pit [illegible] dollars, ($[illegible].00), [illegible] in the [illegible] for the work on the [illegible] section of the [illegible] & [illegible].

[illegible]

[illegible]
[illegible], Oregon.

File No. [illegible]
Filed [illegible],
[illegible]

RECEIVED
MAR 1 1955
FOR FILING

S-168 (1)
4197

February 23, 1955

Hon. Earl T. Newbry
Secretary of State
Capitol

Attention: Mr. Geo. C. Stephens

Dear Sir:

This is to acknowledge your letter of February 18 to which was attached three copies of a claim filed with your office by John K. Proebstel against Stephens and Carnes Construction Company for bulldozing work in the sum of $475.00.

This claim bears your file No. 3486 and pertains to our Contract No. 4197.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:mdm

NOTED ON CARD

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

February 16, 1955

4197

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from you and filed as of this date, a notice of claim by John A. Proebstel for [illegible], [illegible] it in the sum of Four Hundred Seventy-five Dollars, ($475.00) for the work on the [illegible], Rock Creek–[illegible] Section of the Rock Creek–Baker County Road, 30-[illegible], against the bond taken from the General Casualty Company of America, surety, and John A. Proebstel, principal.

Our file No. 3486.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry
Secretary of State

By Leo C. Stephens
Chief, Records Division

RECEIVED
FEB 21 1955
OREGON
STATE HIGHWAY COMMISSION

AF:N
Enc.

NOTED ON CARD

RECEIVED
MAR 1 1955
FOR FILING

S-165 (1)
4197

file 15

February 21, 1955

NOTED
FLOYD QUERY

Secretary of State
Salem, Oregon

Dear Sir:

Notice hereby is given that the undersigned, Feenaughty Machinery Co., has a claim for rental of equipment, repair parts, and return freight in the sum of $3976.22 against the bond taken from Coast Blacktop Paving Company and the St. Paul-Mercury Indemnity Company as surety for the work of State Highway Contract No. 4196 for grading and paving the highway and city streets in the city of Condon, and against the bond taken from Stevens and Carnes Construction Company and the General Casualty Company of America as surety for the work of State Highway Contract No. 4197 for grading and oil mat surfacing on the East Unit, Rock Creek - Haines Section of the Rock Creek Baker County Road.

This is an amended notice of claim, substituting for the first two paragraphs of our notice of February 14, 1955 sent to the Oregon State Highway Department and copy sent to the Secretary of State.

Yours very truly,

FEENAUGHTY MACHINERY CO.

D J Feenaughty
President

DJF fg

✓ cc: Oregon State Highway Dept.

RECEIVED
FEB 22 1955
OREGON
STATE HIGHWAY COMMISSION

ED
5
NG

68 (1)
77

February 18, 1955

General Casualty Company of America
209 S. W. Fourth Avenue
Portland, Oregon

Gentlemen:

We have received a letter from Soule' Steel Company in which they state that they have received a check from General Casualty Company of America in payment of their claim against Stephens and Carnes on the West Unit, Rock Creek-Haines Section of the Rock Creek Baker County Road, our Contract No. 4197.

This information is provided as your company appears as surety on the bond furnished with this contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdm

cc - Stephens and Carnes Construction Co.
P. O. Box 448
Junction City, Oregon

NOTED ON CARD

RECEIVED
MAR 1 1955
FOR FILING

S-168 (1)
4197

February 18, 1955

Soule' Steel Company
2630 N. W. St. Helens Road
Portland 10, Oregon

Attention: Mr. C. R. Reisner

Gentlemen:

Thank you for sending to us a carbon copy of the letter addressed to the Secretary of State in which you state that your claim against Stephens and Carnes Construction Company on the East Unit, Rock Creek-Haines Section of the Rock Creek Baker County Road, our Contract No. 4197, has been paid by a check from General Casualty Company.

We will notify the surety and the contractor that your letter has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdm

NOTED ON CARD

SAN FRANCISCO
LOS ANGELES
HOUSTON
SEATTLE

TELEPHONE
BEACON 5154

SOULÉ STEEL COMPANY
STEELINE PRODUCTS
2630 N. W. ST. HELENS ROAD
PORTLAND 10, OREGON

4197

February 16, 1955

[illegible]

Secretary of State
State of Oregon
Salem, Oregon

SUBJECT: Claim File No. 3470

Dear Sir:

Please be advised that on January 28, 1955, we received a check from General Casualty Company of America in payment for our claim against Stephens and Carnes for reinforcing steel delivered on the Culvert E. Unit, Rock Creek, near Haines, Oregon.

Yours very truly,

SOULE' STEEL COMPANY

C. R. Reisner

CRR:jd

cc: Oregon State Highway Commission ✓
General Casualty Company of America
N. O. Millar

RECEIVED
FEB 18 1955
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD

RECEIVED
FEB 21 1955
FOR FILING

5-16-(1)
4196

REFERRED BY SECRETARY
Query – Mrs Lewis

February 17, 1955

NOTED
FLOYD QUERY

Lumbermens Insurance Agency
Cobie Building
118 Oregon Avenue
Bend, Oregon

Attention: Mr. Philip R. Gould

Gentlemen:

Reference is made to your letter of February 8, 1955 concerning release of final payment to Coast Blacktop Paving Company for grading and paving the Condon (Highway and City Streets) Project in the city of Condon, known as State Highway Contract No. 4196. You inquire if the State Highway Department is willing to release to Coast Blacktop Paving Company the final amount due on this job, which incidentally is $3,861, if the Saint Paul-Mercury Indemnity Company, surety on the bond furnished by Coast Blacktop Paving Company, will consent to such release.

My answer is in the affirmative, but it is conditioned upon receiving from the Saint Paul-Mercury Indemnity Company a satisfactory form of release and a statement to the effect that this company will retain the liability for payment of all just unpaid claims arising out of the contract, including those incurred by subcontractors. I wish to call to your attention, however, that there are a number of claims on record in the Highway Commission's offices against this job in addition to those mentioned by you. A complete list follows:

(1)	Shockman & Sons against Stephens & Carnes, subcontractor	$3,510.00
(2)	Parman and Harris against Shockman & Sons	453.38
(3)	Armco Drainage & Metal Products, Inc. against Stephens and Carnes	407.16
(4)	Standard Oil Company against Stephens & Carnes	89.73
(5)	Miller Lumber Company against Stephens & Carnes	1,121.42
(6)	P. L. Crooks & Company against Stephens & Carnes Plus interest	619.95 21.10
(7)	Feenaughty Machinery Company against Stephens and Carnes	3,976.22

There is some question as to the exact amount of the claims of P. L. Crooks and Company and Feenaughty Machinery Company inasmuch as according to their affidavits of claim filed with the Secretary of State, a portion of each of these claims arisesout of another State Highway contract, particularly State Highway Contract No. 4197, awarded to Stephens and Carnes, for grading, surfacing and oiling the East Unit of the Rock Creek-Haines Section of Rock Creek Road in Baker County. This particular job is not yet completed.

It was thought best to advise you of these outstanding claims so you would have the information available when passing on the matter of releasing the final estimate in connection with this job. You appreciate, of course, that the Highway Commission does not recognize subcontractors or the bonds furnished by subcontractors to the prime contractors but holds the prime contractors and the sureties responsible and liable for satisfactory completion of the project and payment of all claims that arise in connection therewith.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBC:jmc

cc: Saint Paul-Mercury Indemnity Company
Mills Building
San Francisco 4, California

General Casualty Company of America
207 S. W. 4th Avenue
Portland, Oregon

C. H. Maison (2)

NOTED ON CARD

[illegible]

ry 15

Shockman & Sons vs. Stephens & Carnes —	$3510.00
Parman & Harris vs. Shockman & Sons —	453.38
Armco Dr. & Metal Prod. Co vs Stev. & Carnes —	407.16
Std. Oil Co. vs. Ste. & Carnes —	89.73
Miller Lbr. Co vs. Stev. & Carnes —	1121.42
P.L. Crooks & Co vs " " —	619.96
interest	21.10
Feenaughty Mach Co vs " " part is against #4197 —	3976.22

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OEM:MH
cc: St.
San Francisco, Calif.

DRAFT

February 15, 1955

Lumbermens Insurance Agency
Coble Building
118 Oregon Avenue
Bend, Oregon

Gentlemen:

Receipt of your letter of February 5 concerning State Highway Contract No. 4196 with the Coast Black Top Paving Company is hereby acknowledged.

Please be advised that the Highway Commission will be willing to release to the Coast Black Top Paving Company the sum of $3,861.00, which is the balance due on this contract with the State, providing the St. Paul-Mercury Indemnity Company requests this release, retaining the liability for all just unpaid claims.

We wish to advise you that at the present time the following three claims have been filed with the Secretary of State, to wit:

1. Shockman and Sons - $3,861.00
2. Armco Drainage & Metal Products, Inc. - $407.06
3. Standard Oil of California - $89.73.

We have also been notified of the claim of Miller Lumber Company in the sum of 1,121.42, which claim we believe will be filed with the Secretary of State in the very near future. Claims have also been filed with the Highway Commission against Stephens and Carnes on contracts No. 4196 and No. 4197, although the claimants have not at the present time specified the exact amount due under each contract. These claims are as follows:

1. Feenaughty Machinery Company - $3,976.22
2. P. L. Crooks & Company - $619.95, plus interest.

These are the only claims we are aware of at the present time.

Awaiting your pleasure, we are

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

OEM:MH
cc: St. Paul-Mercury Ind.Co.
San Francisco, Calif.

LUMBERMENS

INSURANCE AGENCY

Bend, Oregon

February 5, 1955

Oregon State Highway Department
Salem, Oregon

ATTENTION: H. B. Glaisyer

Gentlemen:

In accordance with our telephone conversation of February 4th we are writing to you with regard to the claims against Coast Blacktop Paving Company for work on the highway and city streets in the City of Condon. At the present time it is our understanding that the claims against Stephens & Carnes who were sub-contractors of Coast Blacktop Paving from Shockman & Sons is in the amount of $3,510. This amount is in dispute between Stephens & Carnes and Shockman & Sons as it is alledged by Stephens & Carnes that the amount they owe Shockman & Sons is in the approximate amount of $3,210 rather thean $3,510 which is claimed by Schockman & Sons. This would appear to be the major claim, however, there is an addition, a claim directly against Stephens & Carnes from Armco Drainage in the amount of $417.16 making the total of claims against Stephens & Carnes of which we have knowledge, in the amount of $3,917.16 of possibly $300 less than this amount depedning on the outcome of the dispute between the two sub-contractors. In addition we have a record of a claim against Shockman & Sons by Parman & Harris in the amount of $453.38 which we presume is included in the $3,510 which Shockman & Sons claim due..

We have received word from the St. Paul-Mercury Indemnity Co. San Francisco, California Office that they are willing to request the State to release the balance of the monies due Coast Blacktop Paving if we will obtain a certified check in the amount of $3,000 payable to the Bonding Company as collateral against the amounts still owed Stephens & Carnes by Coast Blacktop Paving Company.

Our records indicate that Coast Blacktop Paving Company still owes Stephens & Carnes in the amount of $2,757.87 which will not be released until such time as Coast Blacktop has been provided by releases from Stephens & Carnes or their Bonding Company. We have been advised by the General of America that they have written the contract bond running to Coast Blacktop Paving Company for the sub-contract work on this job and that Stephens & Carnes have turned their interest over to the Bonding Company. They have requested that no further monies be paid to Stephens & Carnes without their consent and Coast Balcktop Paving will continue to hold the $2,757.87 until such time as the releases are secured.

LUMBERMENS

INSURANCE AGENCY

Bend, Oregon

February 5, 1955

Oregon State Highway Department
Salem, Oregon

ATTENTION: H. B. Glaisyer

Gentlemen:

In accordance with our telephone conversation of February 4th we are writing to you with regard to the claims against Coast Blacktop Paving Company for work on the highway and city streets in the City of Condon. At the present time it is our understanding that the claims against Stephens & Carnes who were sub-contractors of Coast Blacktop Paving from Shockman & Sons is in the amount of $3,510. This amount is in dispute between Stephens & Carnes and Shockman & Sons as it is alledged by Stephens & Carnes that the amount they owe Shockman & Sons is in the approximate amount of $3,210 rather thean $3,510 which is claimed by Schockman & Sons. This would appear to be the major claim, however, there is an addition, a claim directly against Stephens & Carnes from Armco Drainage in the amount of $417.16 making the total of claims against Stephens & Carnes of which we have knowledge, in the amount of $3,917.16 of possibly $300 less than this amount depedning on the outcome of the dispute between the two sub-contractors. In addition we have a record of a claim against Shockman & Sons by Parman & Harris in the amount of $453.38 which we presume is included in the $3,510 which Shockman & Sons claim due..

We have received word from the St. Paul-Mercury Indemnity Co. San Francisco, California Office that they are willing to request the State to release the balance of the monies due Coast Blacktop Paving if we will obtain a certified check in the amount of $3,000 payable to the Bonding Company as collateral against the amounts still owed Stephens & Carnes by Coast Blacktop Paving Company.

Our records indicate that Coast Blacktop Paving Company still owes Stephens & Carnes in the amount of $2,757.87 which will not be released until such time as Coast Blacktop has been provided by releases from Stephens & Carnes or their Bonding Company. We have been advised by the General of America that they have written the contract bond running to Coast Blacktop Paving Company for the sub-contract work on this job and that Stephens & Carnes have turned their interest over to the Bonding Company. They have requested that no further monies be paid to Stephens & Carnes without their consent and Coast Balcktop Paving will continue to hold the $2,757.87 until such time as the releases are secured.

February 5, 1955

Oregon State Highway Department
Salem, Oregon

We are writing to you to find out if you will be willing to release the amounts due Coast Blacktop Paving with the St. Paul-Mercury Indemnity Company were to advise that it was satisfactory with them to do so. The rpincipal in this case does not desire to post a certified check for $3,000 unless there is some assurance that the appoximate balance to $3,800 would be released by the Highway Commission. We will appreciate your kindness in advising us on this point.

Very truly yours,

LUMBERMENS INSURANDE AGENCY

/s/ Philip R. Gould

Philip R. Gould

PRG: by

CC-St. Paul-Mercury Indemnity Co.
San Francisco, California

FEB 18 1955

- Funds holding on Contract #4196

warrant $3,861.00

Mrs Lewis

55

Claims originating out of the contract and due from sub. contractor, Stephens & Garnes - Filed with Secr. of State

Standard Oil Co of Calif	89.73
Armco Drainage & Metal Products Inc.	407.06
Shockman & Sons	3861.00

Claim of which we have received notice but not as yet filed with Secretary of State

Miller Lumber Co.	$1121.42
Feenaughty Machinery Co.	$3,976.22 } 4196 + 4197
P.L. Crooks & Co	619.95 plus interest

h has been filed with the
ry against Coast Blacktop
and paving in Condon and
y on Contract No. 4197 for
total amount of the claim
and freight on these two
how much is applicable to

ur company appears as surety

truly yours

ON STATE HIGHWAY COMMISSION

etary

cc - Lumbermens Insurance Agency
Coast Blacktop Paving Co.
Stephens and Garnes Construction Co.

NOTED ON CARD

FEB 18 1955

S-168 (1)
4197

Mrs Lewis

February 17, 1955

General Casualty Company of America
209 S. W. Fourth Avenue
Portland, Oregon

St. Paul Mercury-Indemnity Co.
Northwest Branch Office
Mills Building
San Francisco 4, California

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by Feenaughty Machinery Company against Coast Blacktop Paving Company on Contract No. 4196 for grading and paving in Condon and against Stephens and Carnes Construction Company on Contract No. 4197 for work on the Rock Creek Baker County Road. The total amount of the claim is $3,976.22 covering equipment rental, repairs and freight on these two contracts. The claim, however, does not state how much is applicable to each of the contracts.

We provide this information as your company appears as surety on one of these contracts.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAG:mdm 2/16
Attach.

cc - Lumbermens Insurance Agency

Coast Blacktop Paving Co.

Stephens and Carnes Construction Co.

NOTED ON CARD

FEB 18 1955

S-168(1)
4197

February 17, 1955

Hon. Earl T. Newbry
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Thank you for your letter of February 15th to which was attached three copies of a claim filed with your office by Feenaughty Machinery Company against Coast Blacktop Paving Company on Contract No. 4196 and against Stephens and Carnes Construction Company on Contract No. 4197.

The claim is in the sum of $3,976.22 and bears your file No. 3485.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:mdm 2/16

NOTED ON CARD

FEB 18 1955

S-168111

4197

February 16, 1955

General Casualty Company of America
209 S. W. Fourth Avenue
Portland, Oregon

St. Paul-Mercury Indemnity Co.
Mills Building
San Francisco 4, California

Gentlemen:

We have received a letter from Feenaughty Machinery Company, 112 S. E. Belmont Street, Portland 14, in which they state they have a claim against Stephens and Carnes Construction Company in the amount of $3976.22. This claim is for equipment rental, repair parts and equipment freight furnished on Contracts Nos. 4196, awarded to Coast Blacktop Paving Company for work on the highway and city streets in Condon, and 4197, awarded to Stephens and Carnes Construction Company for work on the East Unit, Rock Creek-Haines Section of the Rock Creek Baker County Road. Their letter states that although the equipment was used by Stephens and Carnes as subcontractors on 4196 and as principal contractors on 4197, they have no way of knowing just what amount is applicable to each contract.

This information is furnished because your company appears as surety on the performance bond furnished with one of the contracts mentioned above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FA:mdm 2/15

cc - Lumbermens Insurance Agency
118 Oregon Avenue
Bend, Oregon

Stephens & Carnes Construction Co.
P. O. Box 448
Junction City, Oregon

Coast Blacktop Paving Co.
Bend, Oregon

FEB 18 1955

8-168 (1)

4177

February 16, 1955

Feenaughty Machinery Company
112 S. E. Belmont Street
Portland 14, Oregon

Attention: Mr. D. J. Feenaughty

Gentlemen:

This is to acknowledge receipt of your letter of February 14 in which your present a claim in the amount of $3,976.22 against Stephens and Carnes for equipment rental, repair parts and freight furnished to them in connection with our Contracts Nos. 4196 and 4197. Your letter also states that you have no way of knowing how much of this claim pertains to each of these two contracts.

State Highway Contract No. 4196 was awarded to Coast Blacktop Paving Company for grading and paving the highway and city streets in the city of Condon. The St. Paul-Mercury Indemnity Company through Lumbermens Insurance Agency, 118 Oregon Avenue, Bend, furnished the bond for this contract. It is our understanding that Stephens and Carnes operated as subcontractors on this project which was completed September 17 and accepted by the Commission on October 28, 1954.

State Highway Contract No. 4197 was awarded to Stephens and Carnes Construction Company for grading and oil mat surfacing on the East Unit, Rock Creek-Haines Section of the Rock Creek Baker County Road. The General Casualty Company of America through Rober Cross, 111 East Broadway, Eugene, furnished the bond for this project. It is anticipated that the contract will be completed sometime in the early summer of this year.

As you may know, these bonds are furnished to assure completion of the work and payment of all bills incurred in the contracts. To protect your claim against the bond for a period longer than six months following completion of the contracts and acceptance by the Commission, you should file your claim with the Secretary of State, which, we note, you have done by a carbon copy addressed to us.

Baldock P

IVED
1 1955
FILING

166 (1)

17

E A R L T. N E W B R Y
SECRETARY OF STATE
SALEM, OREGON

Feb. 15, 1955

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of this date a notice of claim by Feenaughty Machinery Co. for rental of equipment, repair parts and return freight in the sum of $3976.22 against the bond taken from Coast Blacktop Paving Co., Principal and General Casualty Company of America, Surety for work on the East Unit of the Rock Creek-Haines Highway, Contract No. #4197, our file No. 3485.

We are enclosing three copies for your information and files. Kindly acknowledge receipt of same.

Very truly yours,

EARL T. NEWBRY
Secretary of State

By /s/ Geo. C. Stephens
Clerk
Records Division

COPY

NF:M
Enc.

NOTED
State Highway Engineer

FILED
FEB 15 1955
EARL T. NEWBRY
SECRETARY OF STATE

February 14, 1955

Oregon State Highway Department
Salem, Oregon

Gentlemen:

Notice is hereby given that the undersigned, Feenaughty Machinery Co., has a claim for rental of equipment, repair parts, and return freight in the sum of $3976.22. Our claim is against Stephens and Carnes and the surety: General Casualty Company of America.

Stephens and Carnes were sub-contractors under Coast Blacktop Paving Co. of Bend, Oregon on job #4196 near Condon. They were the contractors on job #4197 called the East unit of the Rock Creek-Haines Highway. The General Casualty Company of America bonded both jobs.

We rented a Bay City shovel and hoe which started on the Condon job and was also used on the Haines job. We rented a LeRoi compressor which was used on the Condon job and we presume also on the Haines job. We rented a dragline boom which was used on the Haines job. Repair parts which were used up on the job were furnished to both jobs. Return freight is claimed as per our rental agreements.

We have no way of knowing when any of this equipment was taken from one job to another, but we know when the equipment left our place of business and when it was returned or available for return.

Our claims are as follows:

Rental of Bay City shovel and hoe. May 26, 1954 to Dec. 22, 1954 6 months @ $500.00 per month	$3,000.00
Rental of dragline boom Aug. 12, 1954 to Dec. 22, 1954 4-1/3 months @ $100.00 per month	433.33
LeRoi compressor July 13, 1954 to Dec. 22, 1954 6-1/3 months @ $100.00 per month	633.33

RECEIVED
EARL T. NEWBRY
SECRETARY OF STATE

NOTED ON CARD

SECRETARY OF STATE
RECEIVED
FEB 15 1955
EARL T. NEWBRY

[illegible]	1[illegible]6.00
Return freight on Shovel	616.51
Return freight on dragline boom	47.61
Return freight on compressor	68.78
Total	$4,976.22
Less amount paid	1,000.00
	$3,976.22

Yours very truly,

FEENAUGHTY MACHINERY CO.

President

cc: Secretary of State
General Casualty Co. of America

BRANCH OFFICES
AND WAREHOUSES
SEATTLE
SPOKANE
BOISE

Feenaughty Machinery Company

ROAD BUILDING MACHINERY
CONTRACTORS EQUIPMENT AND SUPPLIES
SAWMILL MACHINERY

112 S. E. BELMONT STREET

PORTLAND 14, OREGON

February 14, 1955

4196
4197

Oregon State Highway Department
Salem, Oregon

Gentlemen:

Notice is hereby given that the undersigned, Feenaughty Machinery Co., has a claim for rental of equipment, repair parts, and return freight in the sum of $3976.22. Our claim is against Stephens and Carnes and the surety: General Casualty Company of America.

Stephens and Carnes were sub-contractors under Coast Blacktop Paving Co. of Bend, Oregon on job #4196 near Condon. They were the contractors on job #4197 called the East unit of the Rock Creek-Haines Highway. The General Casualty Company of America bonded both jobs.

We rented a Bay City shovel and hoe which started on the Condon job and was also used on the Haines job. We rented a LeRoi compressor which was used on the Condon job and we presume also on the Haines job. We rented a dragline boom which was used on the Haines job. Repair parts which were used up on the job were furnished to both jobs. Return freight is claimed as per our rental agreements.

We have no way of knowing when any of this equipment was taken from one job to another, but we know when the equipment left our place of business and when it was returned or available for return.

Our claims are as follows:

Rental of Bay City shovel and hoe. May 26, 1954 to Dec. 22, 1954 6 months @ $500.00 per month	$3,000.00
Rental of dragline boom Aug. 12, 1954 to Dec. 22, 1954 4-1/3 months @ $100.00 per month	433.33
LeRoi compressor July 13, 1954 to Dec. 22, 1954 6-1/3 months @ $100.00 per month	633.33

QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE. ALL SALES, CONTRACTS OR AGREEMENTS SUBJECT TO STRIKES, ACCIDENTS OR CAUSES BEYOND THE COMPANY'S CONTROL.

Repair parts	176.66
Return freight on Shovel	616.51
Return freight on dragline boom	47.61
Return freight on compressor	68.78
Total	$4,976.22
Less amount paid	1,000.00
	$3,976.22

Yours very truly,

FEENAUGHTY MACHINERY CO.

President

DJF fg

cc: Secretary of State
General Casualty Co. of America

RECEIVED
FEB 15 1955
OREGON
STATE HIGHWAY COMMISSION

FEB 18 1955

S-168(1)

Lewis
9

February 16, 1955

Hon. Earl T. Newbry
Secretary of State
Capitol

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached is a carbon copy of a claim in favor of John K. Proebstel against Stephens and Carnes Construction Company in the amount of $475.00.

We believe that this claim is intended to be filed with the Secretary of State and are, therefore, forwarding it to you for that purpose.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:mdm 2/15
Attach.

8

RECEIVED
FEB 21 1955
FOR FILING

S-164(1)
4197

Williams

Telephone
Beacon 5154

SOUL' STEEL COMPANY
Steeline Products
2630 N. W. St. Helens Road
Portland 10, Oregon

W. C. WILLIAMS

February 16, 1955

Secretary of State
State of Oregon
Salem, Oregon

SUBJECT: Claim File No. 3470

Dear Sir:

Please be advised that on January 28, 1955, we received a check from General Casualty Company of America in payment for our claim against Stephens and Carnes for reinforcing steel delivered on the Culvert E. Unit, Rock Creek, near Haines, Oregon

Yours very truly,

SOULE' STEEL COMPANY

C. R. Reisner

CRR:jd

cc: Oregon State Highway Commission
General Casualty Company of America
N. O. Millar

COPY

FEB 18 1955

S-16841

4197

[illegible]

February 15, 1955

Hon. Earl T. Newbry
Secretary of State
Capitol

Attention: Mr. George C. Stephens

Dear Sir:

Thank you for your letter of February 11 to which was attached three copies of a claim filed with your office by Bechtel Brothers against Stephens and Carnes on Contract No. 4197. This claim is in the amount of $365.59 and bears your file No. 3482.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:mdm

NOTED ON CARD

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

[illegible]

4197

[illegible]

Dear Sir:

[illegible]

[illegible]

Very truly yours,

Earl T. Newbry
Secretary of State

By [illegible]

[illegible] Division

RECEIVED
FEB 15 1955
OREGON
STATE HIGHWAY COMMISSION

[illegible] ON CARD

FEB 18 1955

S-10810

4197

Lewis D

February 15, 1955

General Casualty Company of America
209 S. W. Fourth Avenue
Portland, Oregon

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by Bechtel Brothers, Post Office Box 792, La Grande, Oregon, against Stephens and Carnes for labor and materials in the sum of $365.59 furnished for Contract No. 4197. This contract was awarded to Stephens and Carnes Construction Company for work on the East Unit, Rock Creek-Haines Section of the Rock Creek Baker County Road.

This information is given as your company appears as surety on the performance bond furnished with this contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdm
Attach.

cc - Stephens and Carnes Construction Co.
Post Office Box 448
Junction City, Oregon

NOTED ON CARD

CLARENCE BECHTEL

P. O. BOX 792
LA GRANDE, OREGON

February 10, 1955.

Secretary of State,
Salem,
Oregon.

Gentlemen:

The following is our affidavit or claim against Stephens and Carnes Construction Company on the East Unit, Rock Creek-Haines Section of the Rock Creek Baker County Road.

"To the State of Oregon:

"Notice hereby is given that the undersigned, Bechtel Bros., has a claim for labor and materials of concrete work in the sum of Three Hundred Sixty Five Dollars and 59/100, ($365.59), against the bond taken from The General Casualty Company of America for Stephens and Carnes Construction Company for the work of grading and oiling the East Unit, Rock Creek-Haines Section of the Rock Creek Baker County Road, job #4197.

Bechtel Bros.

By Roy Bechtel
Partner

SECRETARY OF STATE
RECEIVED
FEB 11 1955
EARL T. NEWBRY

File No. 3482

FILED
FEB 11 1955
EARL T. NEWBRY
SECRETARY OF STATE

NOTED ON CARD

FEB 18 1955

5-168(1)

4197

February 10, 1955

General Casualty Company of America
209 S. W. Fourth Avenue
Portland, Oregon

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by Western Equipment Company against Stephens and Carnes Construction Company. The claim is in the sum of $370.95 for materials furnished to the contractor on Contract No. 4197 for grading and oil mat surfacing the East Unit, Rock Creek-Haines Section of the Rock Creek Baker County Road.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAO:mdn
Attach.

cc - Stephens and Carnes Construction Co.
P. O. Box 448
Junction City, Oregon

NOTED ON CARD

WESTERN Equipment Company

P. O. BOX 877 TELEPHONE 3-5401

Boise, Idaho

February 7, 1955

Secretary of State
State of Oregon
Salem, Oregon

Dear Sir:

Notice hereby is given that Western Equipment Company has claim for materials furnished to Stephens and Carnes Company, Box 448, Junction City, Oregon, on State Hiway Contract No. 4197 in the sum of $370.95 (per Invoices attached in duplicate) against the Bond taken from the General Casualty Company of America through Robert Cross 111 East Broadway, Eugene, Oregon, for the work of grading and oil mat surfacing at East Unit, Rock Creek-Haines Section of the Rock Creek Baker County Road.

We will appreciate your filing our claim for the above unpaid balance due against this job.

Very truly yours,

WESTERN EQUIPMENT COMPANY

J. H. Patterson
Secretary

B :go
Enc/

File No. 3409

FILED
FEB 9 1955
EARL T. NEWBRY
SECRETARY OF STATE

SECRETARY OF STATE
RECEIVED
FEB 8 - 1955
EARL T. NEW

/

INVOICE

Western Equipment Company

P. O. Box 877 - Tele. 3-5401
Boise, Idaho

INV. NO. 46594

DATE October 1, 1954

CUSTOMER'S ORDER NO. Phone

CUSTOMER'S REQ'N NO.

DATE SHIPPED

SHIPPED FROM

SHIPPED VIA Greyhound

COLLECT ☐ PREPAID ☐

TERMS: Net 10th

SOLD TO.
Stephens & Carnes
Box 448
Junction City, Oregon

SHIPPED TO Oakar, Oregon

SALESMAN

SALES ORDER NO.

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	471911 A-3026-A Gear		39.60
	For 116 Galion Motor Grader #MD 12223		

INTEREST AT FULL LEGAL RATE WILL BE CHARGED ON ALL PAST DUE ITEMS.
NO RETURNED MERCHANDISE CAN BE ACCEPTED FOR CREDIT WITHOUT PRIOR AGREEMENT.

INVOICE

Western Equipment Company

P. O. Box 877 - Tele. 3-5401
Boise, Idaho

INV. NO. 46582

DATE Sept. 30, 1954

CUSTOMER'S ORDER NO. Phone

CUSTOMER'S REQ'N NO.

DATE SHIPPED

SHIPPED FROM

SHIPPED VIA Greyhound

COLLECT ☐ PREPAID ☐

TERMS: Net 10th

SALESMAN

SALES ORDER NO.

SOLD TO.
Stephens & Carnes
Box 448
Junction City, Oregon

SHIPPED TO Baker, Oregon

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	A-3011-B Gear (A-3011-B)		40.19
1	A-3010-A Gear		21.28
1	B-693 Seal		1.32
1	AA-620-A Seal		2.01
	Total		64.80

INTEREST AT FULL LEGAL RATE WILL BE CHARGED ON ALL PAST DUE ITEMS.
NO RETURNED MERCHANDISE CAN BE ACCEPTED FOR CREDIT WITHOUT PRIOR AGREEMENT.

/

INVOICE

Western Equipment Company

P. O. Box 877 - Tele. 3 5401
Boise, Idaho

INV. NO. 46253

DATE September 14, 1954

CUSTOMER'S ORDER NO. Phone

CUSTOMER'S REQ'N NO.

DATE SHIPPED

SHIPPED FROM

SHIPPED VIA Greyhound

COLLECT ☒ PREPAID ☐

TERMS: Net 10th

SOLD TO.

Stephens & Carnes
Box 448
Junction City, Oregon

SHIPPED TO Baker, Oregon

SALESMAN

SALES ORDER NO.

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	AS-3064E Sleeve		30.36
1	AS-5022B Bearing		11.33
1	A-3026-A Gear		41.40
1	A-3034 Fork		22.14
1	A-3011A Gear		41.98
2	AS-5030A Bearing	9.55	19.10
	Total		166.31

INTEREST AT FULL LEGAL RATE WILL BE CHARGED ON ALL PAST DUE ITEMS.
NO RETURNED MERCHANDISE CAN BE ACCEPTED FOR CREDIT WITHOUT PRIOR AGREEMENT.

/

INVOICE

Western Equipment Company

P. O. Box 877 - Tele. 3-5401
Boise, Idaho

INV. NO. 42753

DATE August 26, 1954

CUSTOMER'S ORDER NO. Phone

CUSTOMER'S REQ'N NO.

DATE SHIPPED

SHIPPED FROM Portland, Oregon

SHIPPED VIA Stage

COLLECT ☐ PREPAID ☐

TERMS: Net 10th

SALESMAN

SALES ORDER NO.

SOLD TO.

Stephens & Carnes
Box 448
Junction City, Oregon

SHIPPED TO Baker, Oregon

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	A-3021-A Plate, Transfer Housing Top		40.76

INTEREST AT FULL LEGAL RATE WILL BE CHARGED ON ALL PAST DUE ITEMS.
NO RETURNED MERCHANDISE CAN BE ACCEPTED FOR CREDIT WITHOUT PRIOR AGREEMENT.

INVOICE

Western Equipment Company

P. O. Box 877 - Tele. 3 5401
Boise, Idaho

INV. NO. 42705
DATE August 24, 1954
CUSTOMER'S ORDER NO. Phone
CUSTOMER'S REQ'N NO.
DATE SHIPPED
SHIPPED FROM
SHIPPED VIA Consolidated
COLLECT ☐ PREPAID ☐
TERMS: net 10th
SALESMAN
SALES ORDER NO.

SOLD TO.
Stephens & Carnes
Box 448
Junction City, Oregon

SHIPPED TO Baker, Oregon

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	M-27-6-10 Grader Blade 1/2" x 6" x 6'		6.78
1	M-27-7-10 Grader Blade 1/2" x 6" x 7'		7.91
16	5/8" x 2" #3 Head Plow Bolts w/Hex Nuts	13.02C	2.08
	Total		16.77

INTEREST AT FULL LEGAL RATE WILL BE CHARGED ON ALL PAST DUE ITEMS.
NO RETURNED MERCHANDISE CAN BE ACCEPTED FOR CREDIT WITHOUT PRIOR AGREEMENT.

INVOICE

Western Equipment Company

P. O. Box 877 - Tele. 3-5401
Boise, Idaho

INV. NO. 42541
DATE August 16, 1954
CUSTOMER'S ORDER NO. Phone
CUSTOMER'S REQ'N NO.
DATE SHIPPED
SHIPPED FROM
SHIPPED VIA Greyhound
COLLECT ☒ PREPAID ☐
TERMS: net 10th
SALESMAN
SALES ORDER NO.

SOLD TO.
Stephens & Carnes
Box 448
Junction City, Oregon

SHIPPED TO Baker, Oregon

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	AS-5022B Bearing		11.33
1	A-583 Bushing		.44
1	B-1071 Snap Ring		,17
1	A-1070 Snap Ring		.15
1	AS-5028 Bearing		10.12
2	AS-5030A Bearing		16.56
1	A-3032 Gasket		.08
1	AA-620-A Seal		2.00
1	B-693 Seal		1.32
1	A-3009-A Gasket		.15
1	A-3030 Gasket		.08
1	A-3031 Gasket		.15
1	A-3048 Gasket		.08
1	A-3059 Gasket		.08
	Total		42.71

INTEREST AT FULL LEGAL RATE WILL BE CHARGED ON ALL PAST DUE ITEMS.
NO RETURNED MERCHANDISE CAN BE ACCEPTED FOR CREDIT WITHOUT PRIOR AGREEMENT.

FEB 18 1955

5-148(1)

4197

February 10, 1955

Hon. Earl T. Newbry
Secretary of State
Capitol

Attention: Mr. Geo. C. Stephens

Dear Sir:

Thank you for your letter of February 9th to which was attached three copies of a claim filed with your office by Western Equipment Company against Stephens and Carnes for materials furnished on Contract No. 4197. The claim is in the amount of $370.95 and bears your file No. 3481.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:mdm

NOTED ON CARD

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

Feb. 9, 1955

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed a notice of claim in the sum of $370.95 by Western Equipment Company, against the bond taken from Stephens and [illegible], Principal, and General Casualty Company of America, Surety, for the [illegible] of [illegible] on the [illegible] Unit, Rock Creek-Haines Section of the Rock Creek-Baker County Road, Highway Contract No. [illegible], our file No. [illegible].

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

EARL T. NEWBRY
Secretary of State

By Geo C Stephens
, Clerk
Records Division

[illegible]
Enc.

RECEIVED
FEB 10 1955
SALEM
STATE HIGHWAY COMMISSION

TED ON CARD

FEB 17 1955

8-16-K(1)
4197

February 10, 1955

Hon. Earl T. Newbry
Secretary of State
Capitol

Attention: Mr. Geo. C. Stephens

Dear Sir:

Thank you for your letter of February 9th to which was attached three copies of a claim filed with your office by P. L. Crooks and Company against Stephens and Carnes for material furnished to them on State Highway Contracts Nos. 4196 and 4197. The claim is in the sum of $619.95 plus $21.10 interest and bears your file No. 3480.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:mdm

NOTED ON CARD

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

Feb. 9, 1955

Mr. [illegible], Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed [illegible] this date notice of claim from Johnson, Johnson & [illegible], [illegible] Pugh, by T. L. Crooks and Co. Inc. in the sum of $[illegible] plus accrued interest in the sum of $21.10, against the contractor [illegible], Portland, for material furnished [illegible] Highway [illegible] [illegible] Contract No. 4107 [illegible], Oregon, our file No. [illegible].

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

EARL T. NEWBRY
Secretary of State

by Geo [illegible]

Clerk
Record Division

NF:M
Enc.

RECEIVED
FEB 10 1955
OREGON
STATE HIGHWAY COMMISSION

ON CARD

FEB 17 1955

— -168(1)

4197

9

February 10, 1955

General Casualty Company of America
209 S. W. Fourth Avenue
Portland, Oregon

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by F. L. Crooks and Company, Inc., against Stephens and Carnes in the sum of $619.96 plus $21.10 interest. This claim is against Contract No. 4196, awarded to the Coast Blacktop Paving Company for work on the highway and city streets in Condon, and also against Contract No. 4197, awarded to Stephens and Carnes Construction Company for work on the East Unit, Rock Creek-Haines Section of the Rock Creek Baker County Road. The claim as filed doe not state how much is due on each of these contracts.

It is our understanding that Stephens and Carnes Construction Company operated as subcontractors under Coast Blacktop Paving Company on Contract No. 4196. Stephens and Carnes Construction Company were the principal contractors on Contract No. 4197.

We provide this information as your company appears as surety on the performance bond furnished with Contract No. 4197.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAC:mdm
Attach.
cc - Stephens and Carnes Construction Co.
P. O. Box 448
Junction City, Oregon

NOTED ON CARD

FEB 17 1955

S-168(1)
4197

Sewr

February 10, 1955

Saint Paul-Mercury Indemnity Co.
Northwest Branch Office
Mills Building
San Francisco 4, California

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by [illegible] Crooks and Company, Inc., against Stephens and Carnes in the sum of [illegible] plus $21.10 interest. This claim is against Contract No. 4196, awarded to the Coast Blacktop Paving Company for work on the highway and city streets in Condon, and also against Contract No. 4197, awarded to Stephens and Carnes Construction Company for work on the East Unit, Rock Creek—Haines Section of the Rock Creek Baker County Road. The claim as filed does not state how much is due on each of these contracts.

It is our understanding that Stephens and Carnes Construction Company operated as subcontractors under Coast Blacktop Paving Company on Contract No. 4196. Stephens and Carnes Construction Company were the principal contractors on Contract No. 4197.

We provide this information as your company appears as surety on the performance bond furnished with Contract No. 4196.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAG:mdm
Attach.

cc - Lumbermens Insurance Agency
118 Oregon Avenue
Bend, Oregon

Coast Blacktop Paving Co.
P. O. Box 770
Bend, Oregon

NOTED ON CARD

AFFIDAVIT OF CLAIM

STATE OF OREGON)
County of Multnomah) ss.

L. E. Coogan of Portland, Multnomah County, State of Oregon, being duly sworn deposes and says:

That he is the Secretary (Official Title) of the P. L. Crooks & Co., Inc., a corporation organized under the laws of the State of Washington, and carrying on business at 2145 N. W. Pettygrove Street, Post Office Box 4177, Portland 8, Oregon, and is duly authorized to make this proof of claim on its behalf.

That Charles B. Stephens and H. N. Carnes, dba Stephens & Carnes, Post Office Box 448, Junction City, Oregon, became during June and July of 1954, and still is justly and truly indebted to said corporation in the sum of Six hundred nineteen dollars and ninety-five cents ($619.95) plus accrued interest thereon to the date of this instrument in the sum of $ 71.10.

That the consideration for said debt and liability is as follows:

a. For material furnished to said Stephens & Carnes upon Highway Department Job 4196 at Condon, Oregon., and upon Highway Department Job 4197 at Baker, Oregon as follows.

See attached invoices numbered:

(1) CM 42269-1
(2) 42269-1
(3) 42065-1
(4) 41919-2
(5) 41919-1

That no part of said debt or liability has been paid.

That there are no offsets or counterclaims to said debt or liability.

That said Corporation does not hold and has not, nor has any person by its order or to deponents' knowledge or belief for its use had or received, any security or securities for said debt or liability.

That the average date of said account is July 1, 1954 _______________ and that said account was due on the date aforesaid; that no note or other negotiable instrument has been received for such account or any part thereof, and that no judgment has been rendered thereon.

P. L. CROOKS & CO., INC.

By L E Brogan

SUBSCRIBED and sworn to before me this 24 day of Jan. 1955.

Jean W Haney
Notary Public for Oregon
My Commission Expires:
Sept 19, 1957

File No. 3480

FILED
FEB 9 1955
EARL T. NEWBRY
SECRETARY OF STATE

ECEIVED
FEB 9 1955
FOR FILING

[illegible]

[illegible]

February 9, 1955

General Casualty Company of America
General Insurance Building
Seattle 5, Washington

Attention: Mr. A. R. Eby

Gentlemen:

As requested in your letter of September 7th, we have attached one photo copy of a claim submitted by Western Equipment Company against Stephens and Carnes on Contract No. 4197 and one copy of a claim submitted by Cass Moeller against the same contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdm
Attach.

GENERAL CASUALTY COMPANY OF AMERICA

H. K. DENT
CHAIRMAN OF THE BOARD
W. L. CAMPBELL
PRESIDENT

GENERAL
CASUALTY COMPANY
OF AMERICA

SEATTLE 5

February 7, 1955

Oregon State Highway Department
Salem, Oregon

Attention Mr. H. B. Glaisyer, Secretary
State Highway Commission

Gentlemen:

Our File 36-15803 - Principal: Stephens and Carnes
State Highway Contract No. 4197

You have notified us that you have received notices of claims of Western Equipment Company and Cass Moeller. We would appreciate your forwarding to us either copies of these two notices or photostatic copies of the notices.

Thank you for your attention to this matter.

Very truly yours,

A. R. Eby
Claims Department
hs

[illegible]

RECEIVED
8 1955
OREGON
STATE HIGHWAY COMMISSION

Lewis

RECEIVED
FEB 4 1955
FOR FILING

5-168(1)
4197

February 2, 1955

General Casualty Company of America
209 S. W. Fourth Avenue
Portland, Oregon

Gentlemen:

Attached is a copy of a claim filed with the Secretary of State by Armco Drainage and Metal Products, Inc., against Stephens and Carnes Construction Company. This claim is for galvanized pipe and copper pipe furnished in the sum of $786.06 for use on the East Unit, Rock Creek-Haines Section of the Rock Creek-Baker County Road, State Highway Contract No. 4197.

This information is provided as your company appears as surety on the performance bond furnished for this contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdm
Attach.

cc - Stephens and Carnes Construction Co.
P. O. Box 448
Junction City, Oregon

NOTED ON CARD

FILE NO. 3476

ARMCO DRAINAGE & METAL PRODUCTS, INC.

NORTH PACIFIC DIVISION

2321 S. E. GLADSTONE STREET

ARMCO

PORTLAND 2, OREGON

January 28, 1955

State of Oregon
Secretary of State
Salem, Oregon

Gentlemen:

Notice hereby is given that the undersigned, Armco Drainage & Metal Products, Inc., has a claim for Copper Bearing Siphon Pipe C R & S and Galvanized Copper Bearing Steel Riveted Pipe Arch, Asphalt Dipped, in the sum of seven hundred eighty six dollars and six cents ($786.06) against the bond taken from Stephens and Carnes and General Casualty Company for the work of grading and surfacing the East Unit, Rock Creek, Haines section of the Rock Creek Baker County Road, Oregon State Highway Contract 4197.

ARMCO DRAINAGE & METAL PRODUCTS, INC.

E. W. GIBSON
Vice President

Duran B. Soulsime

SECRETARY OF STATE
RECEIVED
JAN 31 1955
EARL T. NEWBRY

FILED
JAN 31 1955
EARL T. NEWBRY
SECRETARY OF STATE

Lewis

RECEIVED
FEB 4 1955
FOR FILING

S-168(1)
4197

February 2, 1955

Haines Commercial Company
P. O. Box 1176
Haines, Oregon

Attention: Mr. Lee A. Duncan

Gentlemen:

Your statement of claim in the amount of $49.35 against Stephens and Carnes, addressed to the Secretary of State, has been referred to this office for reply.

Stephens and Carnes Construction Company were awarded State Highway Contract No. 4197 for grading and oil mat surfacing on the East Unit, Rock Creek-Haines Section of the Rock Creek Baker County Road. Completion of the contract is not expected until sometime during the early summer of 1955.

The General Casualty Company of America through their agent, Robert Cross, 111 East Broadway, furnished the performance bond with this contract, which bond is provided to assure completion of the work and the payment of all bills incurred in the contract.

The State does not make payments directly to claimants, but we do advise the contractor and the surety that the claim has been received and we also note the claim in our records.

If you wish to protect your claim for a period longer than six months following completion of the contract and acceptance by the Commission, it is suggested that you file your claim with the Secretary of State. We have attached excerpts from the Oregon Laws outlining the procedure that should be followed in filing such a claim. The section pertaining to the form of the claim has been indicated in red.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdm
Attach.

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

[illegible], [illegible]

Mr. Floyd [illegible]
[illegible]
[illegible], Oregon

Dear Sir:

[illegible] of [illegible] Company [illegible] through specifically referred to [illegible] Stephens & [illegible] to [illegible] Construction Co.

Very truly yours,

Earl T. Newbry
Secretary of State

By Lee Stephens
[illegible]
[illegible] Division

[illegible]
Enc.

RECEIVED
[illegible] 2 1955
OREGON
STATE HIGHWAY COMMISSION

HAINES COMMERCIAL COMPANY

INTERNATIONAL TRUCKS - TRACTORS - FARM AND INDUSTRIAL MACHINERY
SERVICE AND PARTS

GRAIN - FEED
WHOLESALE and RETAIL

P. O. BOX 1176
HAINES, OREGON

TELEPHONE 58

LEE A. DUNCAN, President
GLENN DUNCAN, Sec. and Mgr.

January 31, 1955.

Mr. Earl T. Newby,
Secretary of State,
Oregon State Hi-way Dept.,
Salem, Oregon.

Dear Sirs: Re: 36-15, 803 Stephens & Carnes Const.

We are advised that we summit our account for supplies delivered to the above contractors, to your office for payment, thru the bonding Company.

Thanking you for taking care of this, we are,

Yours very truly,

HAINES COMMERCIAL COMPANY

BY Lee a Duncan
President

D

SECRETARY OF STATE
RECEIVED
FEB 1 - 1955
EARL T. NEWBRY

Lewis

HAINES COMMERCIAL CO., INC.

INTERNATIONAL TRUCKS - TRACTORS - FARM AND INDUSTRIAL MACHINERY
SERVICE AND PARTS
GRAIN - FEED
WHOLESALE and RETAIL
HAINES, OREGON

NAME Stephens & Carnes Contractors.
Box 448, Junction City, Ore.
ADDRESS (Re-36:15, 803 State of Oregon)

ALL ACCOUNTS DUE THE 10TH OF THE MONTH

DATE	CHARGES	TOTAL DAILY CHARGES	CREDITS
1954	LAST MONTH'S BALANCE ☞	$49.35	
	(Covers, welding rod, flat iron, steel bolts, pressure hose, axle K-7 Truck, etc.)		
	BALANCE DUE		

Hereby certify the above is a true and correct statement of amount owing us.

Haines Commercial Company, Inc.

By Lee a Duncan Pres.

Subscribed & Sworn to,
this 31st day of January 1955.

Marjorie Young
Notary Public of Oregon
My Commissioner expires 2-15-55

EMPIRE STATIONERS Portland 5, Ore.

ALL ACCOUNTS DUE THE 10TH OF THE MONTH
FOLLOWING DATE OF PURCHASE.

---

ary 31 to
Drainage
s Construc-
No. 3476.

by Armco
07.16 against
ract No. 4196,

OMMISSION

NOTED ON CARD
JL

Lewis

RECEIVED
FEB 4 1955
FOR FILING

S-168 (1)
4197

February 2, 1955

Hon. Earl T. Newbry
Secretary of State
Capitol

Attention: Mr. George C. Stephens

Dear Sir:

This is to acknowledge your letter of January 31 to which was attached three copies of a claim by Armco Drainage and Metal Products, Inc., against Stephens and Carnes Construction Company on Highway Contract No. 4197, your file No. 3476.

Also attached were three copies of a claim by Armco Drainage and Metal Products, Inc., in the sum of $407.16 against Coast Blacktop Paving Company on State Highway Contract No. 4196, your file No. 3477.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:mdm

NOTED ON CARD

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

Jan. 31, 1955

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed the following notice of claim by Armco Drainage & Metal Products, Inc:

> Notice of claim for galvanized pipe and copper pipe in the sum of $786.06 against the bond taken from Stephens and Carnes, Principal, and General Casualty Co., Surety, for the work of grading and surfacing the last Unit, Rock Creek Haines section of the Rock Creek Baker County Road, Highway contract No. 4197, our file No. 3476.
>
> Notice of claim for pipe in the sum of $407.16 against the bond taken from Coast Blacktop Paving Company, Principal, and St. Paul Mercury Indemnity Company for the work of grading and paving the highway and city streets in the city of Condon, Highway Contract No. 4196, our file No. 3477.

We are enclosing three copies of the claim for your information and files. Kindly acknowledge receipt of same.

Very truly yours,

EARL T. NEWBRY
Secretary of State

By Leo Stephens
Clerk
Records Division

RECEIVED
FEB 2 1955
OREGON
STATE HIGHWAY COMMISSION

NF:M
Enc.

RECEIVED
FEB 4 1955
FOR FILING

S-165 (1)
4197

February 2, 1955

Hon. Earl T. Newbry
Secretary of State
Capitol

Attention: Mr. George C. Stephens

Dear Sir:

This is to acknowledge your letter of January 31 to which was attached three copies of a claim by Armco Drainage and Metal Products, Inc., against Stephens and Carnes Construction Company on Highway Contract No. 4197, your file No. 3476.

Also attached were three copies of a claim by Armco Drainage and Metal Products, Inc., in the sum of $407.16 against Coast Blacktop Paving Company on State Highway Contract No. 4196, your file No. 3477.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:mdm

COPY

Lewis

RECEIVED
FEB 4 1955
FOR FILING

S-16 (1)
1117

February 2, 1955

General Casualty Company of America
209 S. W. Fourth Avenue
Portland, Oregon

Gentlemen:

We have received a letter from Haines Commercial Company, Post Office Box 1376, Haines, Oregon, advising that Stephens and Carnes Construction Company owes them the sum of $43.35 for welding rod, a truck axle and other supplies furnished. Apparently, their claim pertains to Contract No. 4137 awarded to Stephens and Carnes Construction Company for work on the East Unit, Rock Creek-Haines Section of the Rock Creek-Baker County Road.

This information is furnished as your company appears as surety on the performance bond furnished for this contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAC:mdm

cc - Stephens and Carnes Construction Co.
P. O. Box 448
Junction City, Oregon

NOTED ON CARD

Lewis

RECEIVED
FEB 4 1955
FOR FILING

S-16 (1)
4197

February 1, 1955

Mr. Jack Proebstel
R.F.D. 1
Haines, Oregon

Contr. F 4197

Dear Sir:

Your letter of January 29th addressed to the Secretary of State and making a claim against Stephens and Carnes Construction Company has been referred to this office for reply.

The Secretary of State's office advises us that the form in which you submitted your claim is not acceptable for filing.

A few days ago we received a letter from Mr. Robert L. Proebstel for what we believe is the same claim as the one you have submitted.

Attached to this letter is another excerpt from the Oregon Laws outlining the procedure and the form to be used in filing a claim with the Secretary of State. We have checked in red the section in the law which gives a skeleton outline for the claim. As you perhaps know from our letter to Mr. Robert Proebstel, the purpose of filing your claim with the Secretary of State is that your claim may be protected for a period longer than six months following completion of the contract and acceptance by the Commission.

This contract was awarded to Stephens and Carnes Construction Company for grading and oil mat surfacing on the East Unit, Rock Creek-Haines Section of the Rock Creek Baker County Road. The General Casualty Company of America through their agent, Robert Cross, 111 East Broadway, Eugene, furnished the performance bond for this contract, which bond is given to assure completion of the work and payment of all bills incurred in the contract. Completion of the contract is not expected until sometime early in the summer of 1955.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD

Secretary

FAQ:mdm
Attach.

Haines, Oregon
1-29-1955.

(4197)

To: Secretary of State
Oregon State Hiway Dept,
Salem. Oregon:

query
tel him how to
file his claim
[illegible]

RE: Stephens + Carnes Const.
Rock Creek Road Job:
Baker County, Oregon

Notice of Claim,

To Bulldozing; 47½ hrs @ $10.00

Balance due; $475.00

Jack Proebstel
RFD 1
Haines Oregon

RECEIVED
JAN 28 1955
STATE H ION

P.S. You boys should look over the equipment these Contractors have before you let a Contract on these road Jobs. J.P.

RECEIVED
FEB 4 1955
FOR FILING

S-168 (1)
[illegible]

[illegible]

January 31, 1955

General Casualty Company of America
209 S. W. Fourth Avenue
Portland, Oregon

Gentlemen:

We have received a letter from Jack Proebstel, RFD 1, Haines, Oregon, stating that Stephens and Carnes Construction Company owes him the sum of $475.00 for 47 1/2 hours of bulldosing work performed on the East Unit, Rock Creek-Haines Section of the Rock Creek Baker County Road in Baker County.

It appears that this is the same claim as the one filed by Robert L. Proebstel and concerning which we notified you on January 26th.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdm

cc - Stephens & Carnes Construction Co.
P. O. Box 448
Junction City, Oregon

[illegible]

RECEIVED
FEB 4 1955
FOR FILING

S-1[illegible] (1)
[illegible]

Lewis

January 28, 1955

General Casualty Company of America
209 S. W. Fourth Avenue
Portland, Oregon

Gentlemen:

A letter has been received from Bechtel Brothers Post Office Box 792, La Grande, Oregon, stating that Stephens and Carnes Construction Company owes them $365.59 for concrete work performed on Contract No. 4137 for work on the East Unit, Rock Creek-Haines Section of the Rock Creek Baker County Road.

This information we provide as your company appears as surety on the performance bond furnished with this Contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdm

cc - Stephens and Carnes Construction Co.
Post Office Box 448
Junction City, Oregon

NOTED ON CARD
jf

RECEIVED
FEB 4 1955
FOR FILING

5-[illegible] (1)
[illegible]

Lewis

January 28, 1955

General Casualty Company of America
209 S. W. Fourth Avenue
Portland, Oregon

Gentlemen:

A letter has been received from Bechtel Brothers, Post Office Box 792, La Grande, Oregon, stating that Stephens and Carnes Construction Company owes them $365.59 for concrete work performed on Contract No. 4137 for work on the East Unit, Rock Creek-Haines Section of the Rock Creek Baker County Road.

This information we provide as your company appears as surety on the performance bond furnished with this Contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdm

cc - Stephens and Carnes Construction Co.
Post Office Box 448
Junction City, Oregon

NOTED ON CARD
jf

RECEIVED
FEB 4 1955
FOR FILING

S-118(1)
4197

Lewis

January 28, 1955

Bechtel Bros. Builders
P. O. Box 792
La Grande, Oregon

Attention: Mr. Keith Hibbert

Gentlemen:

Your letter of January 25 addressed to the Secretary of State and concerning your claim against Stephens and Carnes Construction Company has been referred to this office for a reply. This project is known as Contract No. 4197 for grading and oiling the East Unit, Rock Creek-Haines Section of the Rock Creek Baker County Road. The contract has not yet been completed, but completion is expected during the early summer of 1955.

The General Casualty Company of America through their agent, Robert Cross, 111 East Broadway, Eugene, Oregon, furnished the bond with this contract, which bond is given to assure completion of the job and payment of all bills incurred in it.

The State does not make payments direct to claimants, so we suggest that you present your claim to the surety and, also, that you file it with the Secretary of State in order to protect your claim for a period longer than six months following completion of the contract and acceptance by the Commission. In the meantime, the claim will be noted in our records and we will also advise the surety and the contractor that it has been received.

Attached are some excerpts from the Oregon Laws outlining the procedure in preparing a filing with the Secretary of State.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

F&Q:mdm
Attach.

NOTED ON CARD
gl

FORM 310

DEPARTMENT OF STATE
MEMORANDUM

To: H. B. Glaisyer

Date: Jan. 26, 1954

From: Gordon Graber

Subject:

Re our telephone conversation of this date, I am attaching the subject letter. Thanks for the assistance and the information.

NOTED
H. B. GLAISYER

RECEIVED
JAN 27 1955
OREGON
STATE HIGHWAY COMMISSION

Very truly yours,

BECHTEL BROS.

Keith Hibbert
Keith Hibbert
Bookkeeper

REFERRED TO
Query

prepare usual letters — tell him how to file with Secty of State

NOTED ON CARD
gl

BECHTEL BROS. BUILDERS
COMMERCIAL AND INDUSTRIAL BUILDING AND EXCAVATING
P. O. Box 792 PHONE 14211
LA GRANDE, OREGON

January 25, 1955.

Secretary of State,
Salem,
Oregon.

Dear Sir:

The Stephens and Carnes Construction Company has a balance due us of $365.59 on the job at "East Unit, Rock Creek - Haines, job #4197" for concrete work that was done by us.

We would appreciate it very much if you could help us in any way in collecting this final payment. Thank you.

Very truly yours,

BECHTEL BROS.

Keith Hibbert
Keith Hibbert
Bookkeeper

REFERRED TO
Query

prepare usual letters — tell him how to file with Secty of State

NOTED ON CARD

RECEIVED
JAN 31 1955
FOR FILING

S-168(1)
4197

Lewis

January 26, 1955

General Casualty Company of America
209 S. W. Fourth Avenue
Portland, Oregon

Gentlemen:

We have received a statement of a claim in the amount of $35.00 from Cass Moeller, 709 Valley, Baker, Oregon, against Stephens and Carnes Construction Company. The claim is for seven days' rental of a water pump furnished for use on State Highway Contract No. 4197 for work on the East Unit, Rock Creek-Haines Section of the Rock Creek Baker County Road.

This information is provided as your Company appears as surety on the performance bond furnished for this contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdm

cc - Stephens and Carnes Construction Co.
Post Office Box 448
Junction City, Oregon

[illegible] ON CARD

January 26, 1955

Mr. Cass Moeller
709 Valley
Baker, Oregon

Dear Sir:

Your statement dated January 14, 1955, to Stephen Carnes has been referred to this office. The statement is in the sum of $35.00 for rent of a water pump.

We believe that the contract on which the pump was used is our No. 4197 awarded to Stephens and Carnes Construction Company, Post Office Box 448, Junction City, for grading and oil mat surfacing on the East Unit, Rock Creek-Haines Section of the Rock Creek Baker County Road. The contract is not expected to be complete until sometime in the early summer of 1955.

The performance bond which is given to assure satisfactory completion of the project and payment of all bills incurred in it was furnished by the General Casualty Company of America through their agent, Robert Cross, 111 East Broadway, Eugene.

If you are not able to secure payment direct from the contractor, we suggest that you file your claim with the Secretary of State and have attached an excerpt from the Oregon Laws outlining the necessary procedure. By filing with the Secretary of State, you can protect your claim against the bond for a period longer than six months following completion of the project and acceptance by the Commission. In the meantime, the claim will be noted in our records and we will notify the surety and the contractor that it has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdm
Attach.

[illegible]

January 26, 1955

General Casualty Company of America
209 S. W. Fourth Avenue
Portland, Oregon

Gentlemen:

We have received a letter from Robert I. Proebstal, Haines, Oregon, in which he advises that Stephens and Carnes owe him the sum of $475.00 for bulldozing work performed in opening a gravel pit on State Highway Contract No. 4197 for grading and oil mat surfacing of the East Unit, Rock Creek-Haines Section of the Rock Creek Baker County Road.

This information we provide as your company appears as surety on the performance bond furnished for this contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdm

cc - Stephens and Carnes Construction Co.
Post Office Box 448
Junction City, Oregon

NOTED ON CARD

January 26, 1955

Mr. Robert L. Proebstal
R.F.D.
Haines, Oregon

Dear Sir:

Your letter of January 12, addressed to Kevin Laughlin, has been referred to this office for a reply. The contract referred to in your letter is our No. 4197 awarded to Stephens and Carnes Construction Company for grading and oil mat surfacing on the East Unit, Rock Creek-Haines Section of the Rock Creek Baker County Road. The contract is expected to be complete sometime in the early summer of 1955. The General Casualty Company of America through Robert Cross, 111 East Broadway, Eugene, furnished the bond for this contract, which bond is given to assure completion of the contract and payment of all bills incurred in it.

From your letter it appears that Stephens and Carnes owe either you or John K. Proebstal the sum of $475.00 for bulldozing work. If you have not paid the bill, it appears that the amount is actually owing to John K. Proebstal. If such is the case, will you please let us know.

If you wish to protect this claim against the bond for a period longer than six months following completion of the project and acceptance by the Commission, we suggest that you file the claim with the Secretary of State. This filing is not complicated at all, and we have attached an excerpt from the Oregon Laws which outlines the form to be used. In the meantime, the claim will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdm
Attach.

FORM E30—50M—4-54—74386

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 21st, 1955

SUBJECT:

REFERRED TO Glaisyer BY DEPUTY STATE HIGHWAY ENGINEER

4197

To: Mr. W. C. Williams
Deputy State Highway Engineer
Office

Dear Sir:

Herewith letter from Mr. Parson transmitting bills from John H. Proebstal and Cass Moeller against Stephens and Carnes Construction Co. on the Haines-Rock Creek Section of the Rock Creek Road.

It is my understanding that the bonding company has taken over this job, and I recommend these claims be referred to Mr. Glaisyer with the request that the claims be paid immediately. I think the claim of Mr. Proebstal at least is different than ordinary claims filed against a contractor since he seems to have gone to considerable trouble to allow Baker County to obtain gravel from his property.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR
Enc.

REFERRED TO
BY [illegible]

prepare usual let[illegible]
re [illegible]
[illegible]

RECEIVED
JAN 24 1955
[illegible]

FORM E-30X—50,000—10-54—79484

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
January 21, 1955

SUBJECT:

To:

Mr. H. G. Smith
Construction Engineer
Salem, Oregon

Dear Mr. Smith:

Herewith a copy of a letter from Mr. Laughlin regarding two bills which Stephens and Carnes Construction Company have been somewhat slow in paying.

It is recommended that Stephens and Carnes be notified that this will be held out of their final estimate.

Very truly yours,

A. F. Parson
Division Engineer

AFP:gb

cc - Kevin Laughlin

RECEIVED
JAN 24 1955
OFFICE OF
[illegible]

FORM E-30 25M 9-51 52316

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Baker, Oregon
January 18, 1955

SUBJECT:

To: Mr. A. F. Parson
Division Engineer
State Highway Department
La Grande, Oregon

Dear Sir:

Enclosed, herewith, are two bills that have been submitted to us. Stephens and Carnes Construction Company, Junction City, Oregon, are responsible for the bills and, to date, neither has been paid.

Mr. Proebstel has written a letter of explanation concerning his bill. The agreement between Proebstel and Stephens was a verbal agreement but was witnessed by Durward Best, County Road Master, and Ballard A. Brooks. The agreement was as Proebstel states except that the location of the pit was not changed as the excavation was started at a point below the test holes made on location but extended into the area covered by the test holes. All excavation was from one pit.

Mr. Moeller has not written a letter of explanation, but the bill covers only pump rental for a pump used by Stephens and Carnes in draining the above mentioned gravel pit on the East Unit, Rock Creek - Haines Section of the Rock Creek Road.

Very truly yours,
Kevin Laughlin
Kevin Laughlin
Resident Engineer

RECEIVED
JAN 19 1955
DIVISION OFFICE
LA

Haines, Oregon
January 14, 1955

Kevin Laughlin
Resident Engineer
State Highway Commission
Baker, Oregon

Dear Sir:

Sometime ago a representative from your office was down to see me in regard to executing a release from me for my agreement to furnish gravel to Baker County for the North Rock Creek Road project. This project was let to a contracting firm known as Stephens and Carnes.

My agreement with Baker County specifically states that the creek channel was to be diverted around the pit at their expense. It also stated that I could pick the ground where the gravel was to be taken.

Mr. Stephens didn't like the availability of the spot where the gravel was to be taken, so in oral agreement between myself and Mr. Stephens which was witnessed by a representative of the Baker County Road Dept. and a representative of the State Highway Dept. I agreed to let Mr. Stephens pick the spot provided he leveled the over-burden not used when the job was done.

Due to Mr. Stephens lack of equipment it became necessary for him to hire a cat and dozer not only to uncover more gravel for the road project, but to change the channel of the creek as stated in the written agreement, also when all gravel was taken was needed to level the over-burden as per the oral agreement.

Now to get the cat and dozer necessary to actually pull in and do the job, as the cat and dozer had other jobs waiting, I had to personally guarantee the payment for the above work provided Stephens and Carnes failed to pay on time. The total bill for changing the creek channel, uncovering gravel for the road job and smoothing the over-burden came to 47 and 1/2 hours work at ten dollars per hour or Four Hundred and Seventy-Five dollars. This bill was presented to Mr. Stephens some sixty days ago, and he agreed the bill was as I have stated.

I feel that as my agreement with Baker County was turned over to the State Highway Dept. and the State Highway Dept. in turn turned it over to Mr. Stephens of Stephens and Carnes that I have not been treated fairly

7

in this matter by Baker County until I receive the Four HundredSeventy-Five Dollars for the bulldozing job.

I am sure that you will beke steps necessary to see this settled to the satisfaction of all parties concerned provided Mr. Stephens does not take care of this before the final payments are due the contractors, Stephens and Carnes, on the project.

Yours very truly,

Robert Proebstel

Robert I. Proebstel
R.F.D.
Haines, Baker County, Oregon

P. S.

Enclosed please find statement from owner of the bull-dozer.

RECEIVED
JAN 19 1955
DIVISION OFFICE
LA GRA

1-12-1955.

To Robert Proebstel:

47½ hrs Bulldozing @ $10.00
For Stephens + Carnes

Total $475.00

John K. Proebstel

Lewis

Baker, Oregon, January 14, 1955

M Stephen Carnes

IN ACCOUNT WITH

CASS MOELLER

GENERAL CONTRACTING

READY MIX CONCRETE
WASHED SAND AND GRAVEL
SHOVEL AND TRACTOR EXCAVATING
PHONE 968

709 Valley - Baker, Oregon

Rent for seven days at $5.00 per day on water pump as per agreement.	35.00

RECEIVED
JAN 1 9 195[illegible]
DIVISION OFFICE
[illegible]

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n Equipment Company,
at Stephens and
to them during the
contract to which
awarded to Stephens
East Unit, Rock
ounty Road. They
ch with the contractor.

company appears as
mentioned.

urs

HIGHWAY COMMISSION

cc - Stephens and Carnes Construction Co.
Post Office Box 448
Junction City, Oregon

[illegible]

RECEIVED
JAN 31 1955
FOR FILING

S-118 (1)
4197

Lewis

January 26, 1955

General Casualty Company of America
209 S. W. Fourth Avenue
Portland, Oregon

Gentlemen:

We have received a letter from Western Equipment Company, Post Office Box 877, Boise, Idaho, advising that Stephens and Carnes owe them $370.95 for materials shipped to them during the summer months of 1954, near Baker, Oregon. The contract to which they refer is apparently our No. 4197 which was awarded to Stephens and Carnes Construction Company for work on the East Unit, Rock Creek-Haines Section of the Rock Creek Baker County Road. They state that they have been unable to get in touch with the contractor.

This information is furnished as your company appears as surety on the bond furnished with the contract mentioned.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdm

cc - Stephens and Carnes Construction Co.
Post Office Box 448
Junction City, Oregon

RECEIVED
JAN 31 1955
FOR FILING

S-14X III
4197

January 26, 1955

Western Equipment Company
P. O. Box 877
Boise, Idaho

Attention: Mr. J. H. Patterson, Secretary

Gentlemen:

Stephens and Carnes Construction Company, Post Office Box 448, Junction City, were awarded State Highway Contract No. 4197 for grading and oil mat surfacing the East Unit, Rock Creek-Haines Section of the Rock Creek Baker County Road. This contract is not expected to be complete until sometime early in the summer of 1955. We have no address for the contractor other than the one above.

The General Casualty Company of America through Robert Cross, 111 East Broadway, Eugene, furnished the bond for this contract, which bond assures satisfactory completion of the project and the payment of all bills incurred in it.

To protect your claim for a period longer than six months following completion of the project and acceptance by the Commission, it is suggested that you file your claim with the Secretary of State. Attached are excerpts from the Oregon Laws outlining the procedure for such a filing. In the meantime, the claim will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdm
Attach.

[illegible]

WESTERN Equipment Company

P. O. BOX 877 TELEPHONE 3-5401

Boise, Idaho

January 20, 1955

State of Oregon
Highway Department
Portland, Oregon

Gentlemen:

During the summer months of 1954, first shipment in July and last shipment in October, we shipped to a contractor working just out of Baker, Oregon, by name of Stephans and Carnes. They gave us a Box No. address of 847 Baker or Box No. 448 Junction City, Oregon.

The contractor left the job site owing us an outstanding account of $370.95, all of which is 60 days or more past due. We have endeavored repeatedly to contact the firm either at Baker or Junction City and have failed.

We would appreciate your advising us if you have any record where this firm can be located, if they were bonded on the job and to whom our claim should be directed.

Yours very truly,

WESTERN EQUIPMENT COMPANY

J. H. Patterson
Secretary

JHP:go

RECEIVED
[illegible]
ORE
STATE HIGHW [illegible]

REFERRED TO

RECEIVED
JAN 25 1955
FOR FILING

S-164(1)
4192

Query
REFERRED TO
SECRETARY

January 17, 1955

General Casualty Company of America
General Insurance Building
Seattle 5, Oregon

Attention: Mr. A. R. Eby
Claims Department

Gentlemen:

This acknowledges your letter of January 14, 1955 transmitting in duplicate an assignment of claim from Stephens & Carnes Construction Company to the General Casualty Company of America covering all monies now due Stephens & Carnes Construction Company or which may hereafter become due them for performance of work under State Highway Contract No. 4192, which is described as the grading and oil mat surfacing of the East Unit of the Rock Creek-Haines Section of the Rock Creek Road, Baker County, Oregon.

The assignment appears to be in proper form, and we will honor it in processing future payments in connection with this job.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: C. H. Maison (2)
Floyd Query

NOTED ON CARD

GENERAL CASUALTY COMPANY OF AMERICA

H. K. DENT
CHAIRMAN OF THE BOARD
W. L. CAMPBELL
PRESIDENT

GENERAL
CASUALTY COMPANY
OF AMERICA
SEATTLE 5

January 14, 1955

Oregon State Highway Department
Salem, Oregon

Attention: Mr. H. B. Glaisyer,
Secretary

Gentlemen:

Our File 36-15803
Bond 274769
Principal: Stephens & Carnes Construction Co.
Oregon State Highway Contract No. 4197

You will find attached an original and one carbon copy of your standard assignment forms as requested in your letter of December 6, 1954. Future payments on this contract should be made payable to the General Casualty Company of America and forwarded to our office at 45th and Brooklyn, Seattle, Washington. We appreciate your cooperation in this matter.

We are asking Mr. Tebault, of our Portland office, to contact you in the near future to work out the necessary arrangements for the completion of this project. It is our understanding that the incompleted work has been subcontracted to the Russell Olson Construction Company, Pendleton, Oregon. We have the feeling that Stephens & Carnes will not be too interested in the completion of this project and we want to make certain that we are kept advised of future progress so that we can make certain that the Olson Construction Company will complete the job.

We appreciate your cooperation in this matter.

Very truly yours,

A. R. Eby

A. R. Eby
Claims Department
owb

ACKNOWLEDGED
H. B. GLAISYER

RECEIVED
JAN 18 1955
FOR FILING

5-1686
4197

Salem, Oregon
January 17, 1955

C. H. Maison
Auditor

Dear Mr. Maison:

Attached hereto is a copy of a letter just received from General Casualty Company of America with respect to future payments from Stephens & Carnes Construction Company in connection with State Highway Contract 4197. Also attached is a copy of my reply and an executed copy of the assignment mentioned in the Company's letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

Encls.

cc: Floyd Query

Mr. Query:

The original of this assignment is attached hereto to record on the card and to file in the contract.

HBG

RECEIVED
JAN 2 0 1955
FOR FILING

S-168 (1)
[illegible] 119)

January 14, 1955

General Casualty Company of America
209 S. W. Fourth Avenue
Portland, Oregon

Gentlemen:

We have received a letter from Armco Drainage and Metal Products, Inc., 2321 S. E. Gladstone Street, Portland 2, advising that they have a claim against Stephens and Carnes in the sum of $786.06. This claim is for steel pipe furnished to the contractor on State Highway Contract No. ~~4917~~ 4117 for work on the East Unit, Rock Creek-Haines Section of the Rock Creek Baker County Road.

This information is provided as your company appears as surety on the performance bond furnished with the contract mentioned above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdm

cc - Stephens & Carnes Construction Co.
P. O. Box 448
Junction City, Oregon

Lewis 9

RECEIVED
JAN 20 1955
FOR FILING

2-168(1)
4197

January 14, 1955

Armco Drainage & Metal Products, Inc.
2321 S. E. Gladstone Street
Portland 2, Oregon

Attention: E. W. Gibson, Vice President

Gentlemen:

This is to acknowledge your letter of January 12th in which you state that you have a claim against Stephens and Carnes in the sum of $786.06 for materials furnished on State Highway Contract No. 4197. This contract was awarded to Stephens and Carnes Construction Company for grading and surfacing the East Unit, Rock Creek-Haines Section of the Rock Creek Baker County Road. It is anticipated that the contract will be completed during the early part of this coming summer.

The General Casualty Company of America through their agent, Robert Cross, 111 East Broadway, Eugene, Oregon, furnished the bond for this contract. The bond is provided to assure satisfactory completion of the contract and the payment of all bills for labor and materials which enter into it.

If you feel that it is necessary to protect your claim for a period longer than six months following completion of the contract and acceptance by the Commission, it is suggested that you file your claim with the Secretary of State. For your convenience in preparing this filing we have attached excerpts from the Oregon Laws outlining the necessary procedure. In the meantime, the claim will noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdm
Attach.

NOTED ON CARD

ARMCO DRAINAGE & METAL PRODUCTS, INC.

NORTH PACIFIC DIVISION

2321 S. E. GLADSTONE STREET ARMCO PORTLAND 2, OREGON

January 12, 1955

Oregon State Highway Department
State Capitol
Salem, Oregon

Gentlemen:

Notice is hereby given that the undersigned, Armco Drainage & Metal Products, Inc., has a claim for Copper Bearing Steel Siphon Pipe C R & S, Dipped, in the sum of $786.06 against the bond taken from Stephens & Carnes and General Casualty Company for the work of Oregon State Highway Contract 4197, East Unit Rock Creek Haines Section, Rock Creek Road in Baker County.

ARMCO DRAINAGE & METAL PRODUCTS, INC.

E W Erickson
Vice Pres

Duran B. Souls:me

RECEIVED
JAN 13 1955
OREGON
STATE HIGHWAY COMMISSION

ARMCO
FABRICATED
PRODUCTS

Corrugated Pipe for Culverts, Sewers, Conduits • Metal Headwalls • Water Control Gates • Perforated Subdrainage Pipe • Welded Steel Pipe • Foundation Pile Shells • Steel Buildings • Guard Rail • Retaining Walls Trench Sheeting • Tunnel Liner Plates • Irrigation Equipment • Welded Tanks • Other Fabricated Steel Products

RECEIVED
JAN 13 1955
FOR FILING

4197

Lewis?

January 10, 1955

Hon. Earl T. Newbry
Secretary of State
Capitol

Attention: Mr. George C. Stephens

Dear Sir:

This is to acknowledge your letter of January 7th to which was attached three copies of a claim filed with your office by Standard Oil Company of California against Stephens and Carnes Construction Company. Their claim is in the amount of $1,755.02 for materials and provisions furnished the contractor in his operations on State Highway Contract No. 4197 for grading and surfacing the East Unit, Rock Creek-Haines Section of the Rock Creek Baker County Road.

The claim bears your file No. 3473.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:mdm

NOTED ON CARD

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

Jan. 7, 1955

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of Jan. 6th, a notice of claim by Standard Oil Company of California for materials furnished in the sum of $1,755.02, against the bond taken from Stephens & Carnes Construction Company, Principal, and General Casualty Company of America, surety, for the work of grading and oiling 1½ miles Rock Creek Road west of Hanes, Oregon, our file No. 3473.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

EARL T. NEWBRY
Secretary of State

By Geo C Stephens
Clerk
Records Division

NF:M
Enc.

NOTED ON CARD

RECEIVED
JAN 13 1955
FOR FILING

4197

Lewis

January 10, 1955

General Casualty Company of America
209 S. W. Fourth Avenue
Portland, Oregon

Gentlemen:

Attached is a copy of a claim filed with the Secretary of State by Standard Oil Company of California against Stephens and Carnes Construction Company. This claim is in the sum of $1,755.02 for materials and provisions furnished the contractor in his operations on State Highway Contract No. 4197 for grading and surfacing the East Unit, Rock Creek-Haines Section of the Rock Creek Baker County Road.

We provide this information as your company appears as surety on the performance bond furnished with the contract described above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:rd
Attach.

cc - Stephens and Carnes Construction Co.
P. O. Box 448
Junction City, Oregon

NOTED ON CARD

STANDARD OIL COMPANY OF CALIFORNIA

MARKETING DEPARTMENT
J. D. HARTUP
DISTRICT CREDIT MANAGER
J. W. SCOTT
ASSISTANT DISTRICT CREDIT MANAGER

SPOKANE 10, WASHINGTON

OFFICE
OLD NATIONAL BANK BLDG.
P. O. BOX 1496
TEL. MA 1191

January 4, 1955

NOTICE

Secretary of State
State of Oregon
Salem, Oregon

NOTICE IS HEREBY GIVEN that the undersigned, Standard Oil Company of California, a Delaware corporation, has a claim for materials and provisions furnished in the sum of $1,755.02, per statement attached, against Charles B. Stephens and H. N. Carnes, doing business as Stephens & Carnes Construction Company, as principal, and General Casualty Company of America, as surety, for the work of grading and oiling 1½ miles Rock Creek Road west of Hanes, Oregon, Contract #4197, Project #4672, Oregon State Highway Commission, dated May 20, 1954.

STANDARD OIL COMPANY OF CALIFORNIA
By J D Hartup
Regional Credit Manager

ENDORSED
File No. 3473
Filed Jan. 6, 1955
EARL T. NEWBRY, Secretary of State

customer statement

CALTRON SUPREME GASOLINE · RPM 10-30 SPECIAL MOTOR OIL

STANDARD OIL COMPANY OF CALIFORNIA

MARKETING DEPARTMENT • DISTRICT OFFICE • OLD NATIONAL BANK BLDG.
WEST 422 RIVERSIDE AVE.
P. O. BOX 1495
SPOKANE 10, WASH.

STEPHENS & CARNES 4-PT DATE JULY-THRU
BOX 448 5A NOV 9TH '54
JUNCTION CITY, ORE JOB 4197 ITEMIZATION

PLEASE DETACH AT PERFORATION AND RETURN WITH YOUR REMITTANCE TO THE OFFICE THROUGH WHICH YOUR PURCHASES ARE MADE.

AMOUNT ENCLOSED

DATE	CHARGES	DATE	CREDITS	LAST AMOUNT IN THIS COLUMN IS BALANCE DUE
		BALANCE FORWARDED		
JUL 26'54F0	50.57			
JUL 29'54	14.69			
AUG 6'54	13.62			
AUG 6'54	144.13			
AUG 11'54	24.[illegible]			
AUG 13'54F0	87.07			
AUG 13'54	20.70			
		AUG 10'54SC	2.20	
AUG 16'54	65.59			
AUG 19'54	81.37			
AUG 24'54	10.95			
AUG 25'54F0	124.10			
AUG 27'54F0	[illegible]			
[illegible]	[illegible]			[illegible]

STANDARD OIL COMPANY OF CALIFORNIA

NAME STEPHENS & CARNES ITEMIZATION SHEET # 2

ADDRESS

DATE	CHARGES	DATE	CREDITS	LAST AMOUNT IN THIS COLUMN IS BALANCE DUE
				857.02
SEP 3'54	120.83			
SEP 7'54	46.06			
SEP 10'54	18.18			
SEP 14'54F0	106.52			
SEP 17'54	90.50			
SEP 20'54	64.08			
SEP 25'54	141.78			
SEP 28'54F0	193.06			
		SEP 24'54SC	27.88	
SEP 30'54	64.51			
OCT 2'54	11.30			
OCT 5'54F0	89.93			
		OCT 12'54SC	25.34	
		NOV 19'54SC	3.63	1,755.02 S

[redacted]

STANDARD OIL COMPANY OF CALIFORNIA

January 4, 1955

NOTICE

Secretary of State
State of Oregon
Salem, Oregon

NOTICE IS HEREBY GIVEN that the undersigned, Standard Oil Company of California, a Delaware corporation, has a claim for materials and provisions furnished in the sum of $1,755.02, per statement attached, against Charles B. Stephens and H. N. Carnes, doing business as Stephens & Carnes Construction Company, as principal, and General Casualty Company of America, as surety, for the work of grading and oiling 1½ miles Rock Creek Road west of Hanes, Oregon, Contract #4197, Project #4672, Oregon State Highway Commission, dated May 20, 1954.

STANDARD OIL COMPANY OF CALIFORNIA
By J.D. Hartup P.O. Box 1495
Regional Credit Manager
Spokane Wash

cc: Oregon State Highway Commission
Salem, Oregon

General Casualty Company of America
Atten: Mr. A. R. Eby
Claims Department
General Insurance Building
Seattle, Washington

RECEIVED
[illegible] 1955
OREGON
STATE HIGHWAY COMMISSION

STANDARD OIL COMPANY OF CALIFORNIA

January 4, 1955

Secretary of State
State of Oregon
Salem, Oregon

Dear Sir:

Enclosed is Notice of Claim of Standard Oil Company of California, for materials and provisions furnished Stephens and Carnes Construction Company, Contract #4197, Project #4672, Oregon State Highway Commission.

Please acknowledge receipt.

Yours truly,

STANDARD OIL COMPANY OF CALIFORNIA

By J D Hartup
Regional Credit Manager

Enclosure

RECEIVED
JAN 4 - 1955
FOR FILING

S-148 (1)
[illegible]

Lewis

December 30, 1954

General Casualty Company of America
209 S. W. Fourth Avenue
Portland, Oregon

Gentlemen:

A letter has been received from Industrial Air Products Company 3200 N. W. Yeon Avenue, Portland 10, stating that they have a small bill against Stephens and Carnes Construction Company for merchandise purchased from their Haines Branch for work on the contractor's job in and near the town of Haines. Apparently, the project to which they refer is our Contract No. 4197, awarded to Stephens and Carnes Construction Company for grading and surfacing the East Unit, Rock Creek-Haines Section of the Rock Creek Baker County Road. The amount of the claim is not given in their letter.

This information we provide as your company appears as surety on the performance bond furnished for the contract mentioned.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Assistant Secretary

FAQ:mdm

cc - Stephens and Carnes Construction Co.
Post Office Box 448
Junction City, Oregon

NOTED ON CARD

Lewis 9

RECEIVED
JAN 4 - 1955
FOR FILING

5-168(1)
4117

December 30, 1954

Industrial Air Products Co.
3200 N. W. Yeon Avenue
Portland 10, Oregon

Attention: Mr. W. M. Ellis, Office Manager

Gentlemen:

This is to acknowledge your letter of December 28 inwhich you statethat you have a bill against Stephens and Carnes Construction Company in connection with work performed in and near Haines. We believe that the job to which you refer is our Contract No. 4137 awarded to Stephens and Carnes Construction Company for grading and surfacing the East Unit, Rock Creek-Haines Section of the Rock Creek Baker County Road. It is not expected that this contract will be completed until sometime next summer.

The home office address that we have for Stephens and Carnes is Post Office Box 448, Junction City, Oregon.

General Casualty Company of America through their agent, Robert Cross, 111 East Broadway, Eugene, furnished the bond for this contract, which bond is given to assure completion of the work and payment of all bills incurred in the contract. We suggest that you file your claim with the bonding company and send us a copy of it so that our records may be complete.

If you feel that you should protect your claim for a period longer than six months following completion of the contract and acceptance by the Commission, it is suggested that you file your claim with the Secretary of State. For your convenience in preparing this latter filing, we have attached excerpts from the Oregon Laws outlining the necessary procedure. In the meantime, the claim will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Assistant Secretary

NOTED ON CARD

FAQ:mdm
Attach.

PORTLAND AND M[illegible], OREGON
SEATTLE – YAKIMA – SPOKANE [illegible]ENNEWICK, WASHINGTON
NEW ORLEANS, LOUISIANA – PASCAGOULA, MISSISSIPPI
AGANA, GUAM

INDUSTRIAL AIR PRODUCTS CO.

HOME OFFICE
3200 N. W. YEON AVE.
PHONE CAPITOL 9231
PORTLAND 10, OREGON

CABLE ADDRESS: INDAIR

December 28, 1954

Oregon State Highway Commission
Salem,
Oregon

4197

Subject: Stephen & Carnes Construction Co.
Baker, Oregon

Gentlemen:

We have a small bill against these people, covering merchandise purchased from us at Haines, Oregon, covering a job they were doing for the Oregon State Highway Commission in Haines, Oregon.

The bill is not large,but we are not able to secure any money so far, and are wondering if you can tell us anything about the settlement on this situation in Eastern Oregon.

We believe that the Home Office address of Stepehen & Carnes Construction Co. is Junction City, Oregon, Box 448, but all of our correspondence has been directed to them at Box 847 , Baker, Oregon

Rest assured that we will appreciate hearing from you accordingly.

Yours very truly,

INDUSTRIAL AIR PRODUCTS CO.

WMEllis

W. M. Ellis, Office Manager

WME/ep

RECEIVED
[illegible] 1954

RECEIVED
JAN 8 - 1955
FOR FILING

5-148 (1)
4197

Lewis

December 28, 1954

Hon. Earl T. Newbry
Secretary of State
Capitol

Attention: Mr. F. Koop

Dear Sir:

This is to acknowledge your letter of December 24th to which was attached three copies of a claim filed with your office by the Oliver M. Sudbrock Estate against Stephens and Carnes Construction Company for transporting a roller used on State Highway Contract No. 4197. The claim is in the amount of $228.37 and bears your file No. 3471.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:mdm

NOTED ON CARD

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

[illegible] 1[illegible], 1954

Mr. [illegible] [illegible], Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Evelyn [illegible] [illegible], Administratrix, Oliver M. [illegible] Estate, [illegible], La Grande, Oregon and filed as of December [illegible], 1954 a notice of claim by the Oliver M. [illegible] Estate for transporting a roller from Condon to Haines, Oregon on September 14, 1954 in the sum of [illegible]8.37 against the bond taken from The General Casualty Company of America, through their agent, Robert Cross, 111 West Broadway, [illegible], Oregon [illegible] on Contract No. 4197 for grading and surfacing the [illegible] Unit, Rock Creek-Haines Section of the Rock Creek [illegible] County Road. Our file No. [illegible]71.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

EARL T. NEWBRY
Secretary of State

By F. Koop
Clerk
Records Division

FK:m
Enclosures

NOTED ON CARD

RECEIVED
DEC 28 1954
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 3 - 1955
FOR FILING

S-118 (1)
4197

Jevns
8

December 28, 1954

General Casualty Company of America
209 S. W. Fourth Avenue
Portland, Oregon

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by Evelyn May Sudbrock, Administratrix for the Oliver [illegible]. Sudbrock Estate. The claim, in the sum of $228.37, is for transporting a roller from Condon to Haines on September 14th for Stephens and Carnes Construction Company for use on State Highway Contract No. 4197 for grading and surfacing the East Unit, Rock Creek-Haines Section of the Rock Creek Baker County Road.

This information we provide as your company appears as surety on the performance bond furnished with the contract mentioned above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdn
Attach.

cc - Stephens and Carnes Construction Co.
Post Office Box 448
Junction City, Oregon

NOTED ON CARD

P.O. Box 45,
LaGrande, Oregon,
December [illegible], 1954.

Earl T. Newbry,
Secretary of State,
State of Oregon,
Salem, Oregon.

Dear Sir:

Find enclosed a claim of $ 8.27 against the General Casualty Company of America - with Robert Cross, 111 East Broadway, Eugene, Oregon, as issuing agent.

This is for transporting a roller, (under P.U.C.O. Permit No. AF-3958-1A authority) from Condon to Haines, Oregon and used in grading and surfacing the East Union Rock-Creek-Haines Section of Rock-Creek Baker County Road. This is under Contract No. 4197.

Very truly yours,

OLIVER E. [illegible], ESTATE

by Evelyn Mae [illegible] Admx.

cc to:
H.B. Glaisyer, Secretary
Oregon State Highway Dept.
Salem, Oregon

Robert Cross,
111 East Broadway,
Eugene, Oregon.

RECEIVED
DEC 23 1954
OREGON
STATE HIGHWAY COMMISSION

REFERRED TO
BY SECRETARY

COPY

TO: The Secretary of State
Earl T. Newbry
Salem, Oregon

Notice is hereby given that the undersigned Oliver M. Gulbrock Estate, Evelyn [illegible] Gulbrock, Administratrix, has a claim for transporting [illegible] from [illegible] Haines, Oregon, on September [illegible], [illegible], in the sum of Two Hundred Seventy-eight and 37/100 ($[illegible].37) against the bond [illegible] the [illegible] through [illegible] Agent [illegible] No. 107 [illegible]

[illegible] has been received [illegible], [illegible].

[illegible] GULBROCK, ESTATE

By Evelyn [illegible] Gulbrock, Admx.

Subscribed and sworn to before me [illegible] this [illegible] day of December, [illegible], [illegible], Oregon.

[illegible]

[illegible]
Notary Public for Oregon
My commission expires [illegible] 1955
[illegible], Oregon

ENDORSED
File No. 3471
Filed December [illegible], [illegible]
EARL T. NEWBRY, Secretary of State

AFFIDAVIT OF CLAIMANT.

TO: The Secretary of State,
Earl T. Newbry,
Salem, Oregon.

Notice is hereby given that the undersigned Oliver M. Sudbrock Estate, Evelyn May Sudbrock, Administratrix, has a claim for transporting a roller from Condon to Haines, Oregon, on September 14, 1954; in the sum of Two Hundred Twenty-eight and 37/100 ($228.37) against the bond taken from The General Casualty Company of America, through their agent, Robert Cross, 111 East Broadway, Eugene, Oregon; for work on Contract No. 4197 for grading and surfacing the East Unit, Rock-Creek Haines Section of the Rock Creek Baker County Road.

Payment for this claim has not been received as of this date - December [illegible], 1954.

OLIVER B. SUDBROCK, ESTATE
By Evelyn Mae Sudbrock Admx.

Subscribed and sworn to before me a notary public this 22nd day of December, 1954, at LaGrande, Oregon.

Chas H Reynolds
CHAS. H. REYNOLDS
NOTARY PUBLIC FOR OREGON
My Commission Expires Dec. 9, 1955.
La Grande, Oregon

RECEIVED
DEC 28 1954
FOR FILING

5-168(1)
41

8

December 23, 1954

General Casualty Company of America
909 S. W. Fourth Avenue
Portland, Oregon

Gentlemen:

A letter has been received from La Grande Concrete Pipe Company, Post Office box 255 La Grande, stating that Stephens and Carnes Construction Company owe them the sum of $423.37 for concrete culvert pipe furnished on Contract No. 4197 for grading and surfacing the East Unit, Rock Creek-Haines Section of the Rock Creek Baker County Road.

We provide this information as your company appears as surety on the performance bond furnished with the contract described above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FA:mdm

cc - Stephens and Carnes Construction Co.
P. O. Box 448
Junction City, Oregon

[illegible]

RECEIVED
DEC 28 1
FOR FILING

S-1 (1)
4197

December 23, 1954

La Grande Concrete Pipe Company
P. O. Box 255
La Grande, Oregon

Attention: Mr. D. W. Kline, President

Gentlemen:

This is to acknowledge your letter of December 18th stating that Stephens and Carnes Construction Company owe you the sum of $423.37 for culvert pipe furnished on Contract No. 4197. It is not expected that this contract will be complete until about July 1, 1955.

The General Casualty Company of America through their agent, Robert Cross, 111 East Broadway, Eugene, furnished the performance bond for this contract. This bond is given to assure satisfactory completion of the contract and payment of all bills incurred on it. It is suggested that you file your claim with the surety.

If you feel that it might be necessary to protect your claim against the bond for a period longer than six months following completion and acceptance of the contract, you may wish to file your claim with the Secretary of State. Attached are excerpts from the Oregon Laws outlining the necessary procedure. In the meantime, this claim will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdm

NOTED ON CARD

LA GRANDE CONCRETE PIPE COMPANY

IRRIGATION PIPE - DRAIN PIPE - SEWER PIPE - CULVERT PIPE - SAND and GRAVEL

PHONE 1201
FACTORY: ISLAND CITY, OREGON
P. O. BOX 255
LA GRANDE, OREGON

Dec. 18, 1954

Oregon State Highway Commission
Salem, Oregon

Att'n Secretary:

Gentlemen:

We wish to advise that in June and July of this year we furnished 429 lin. feet of 12" concrete culvert pipe to STEPHENS & CARNES CONSTRUCTION CO. in the amount of $423.37. This was on their contract with you No. 4197 EAST UNIT ROCK CREEK-HAINES SECTION in Baker County. To date this material has not been paid for.

Very truly yours,

D.W.Kline
D.W.Kline, Pres.
LA GRANDE CONCRETE PIPE CO.

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OREGON
STATE HIGHWAY COMMISSION

Liens

RECEIVED
DEC 28 1954
FOR FILING

S-1641

4197

December 21, 1954

Hon. Earl T. Newbry
Secretary of State
Capitol

Attention: Mr. Geo. C. Stephens

Dear Sir:

Thank you for your letter of December 16th to which was attached three copies of a claim filed with your office by Soule' Steel Company against Stephens and Carnes Construction Company in the amount of $862.30. This claim pertains to State Highway Contract No. 4197 and bears your file No. 3470.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:mdm 12/20

NOTED ON CARD

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

December 16, 1954

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Soule' Steel Company, 2630 N. W. St. Helens Road, Portland 10, Oregon, and filed as of this date, a notice of claim by Soule' Steel Company, for furnishing and delivering 8,709 lbs. of reinforcing steel to the job site at the [illegible] Creek near [illegible], Oregon, in the sum of $562.30, against the bond [illegible] from Stephens and Jarnes and General Casualty Company of America, for construction of Culvert- [illegible] Creek near [illegible], Oregon by the Oregon State Highway Commission.

Our File No. [illegible].

We are enclosing [illegible] copies of the claim for your information and files.

Kindly acknowledge receipt of this notice for our records.

Very truly yours,

EARL T. NEWBRY
Secretary of State

By Geo. Stephens
Chief, Records Division

GS:K
Enc.

RECEIVED
DEC 20 1954
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 28 1954
FOR FILING

S-144 (1)
4111

December 21, 1954

General Casualty Company of America
209 S. W. Fourth Avenue
Portland, Oregon

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by Soule' Steel Company against Stephens and Carnes in the amount of $862.30. The claim is for reinforcing bars delivered on Contract No. 4197 for work on the East Unit, Rock Creek-Haines Section of the Rock Creek Baker County Road.

This information is provided as your company appears as surety on the performance bond furnished for this contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdm 12/20
Attach.

cc - Stephens & Carnes Construction Co.
P. O. Box 448
Junction City, Oregon

NOTED ON CARD

SOULÉ STEEL COMPANY

STEELINE PRODUCTS

7630 N. W. St. Helens Road

Portland 10, Oregon

NOTICE

To: Secretary of State
State of Oregon
Salem, Oregon

Notice is hereby given that the undersigned, Soulé Steel Company, has a claim for furnishing and delivering 8,799 lbs. of reinforcing bars to the job site at the Culvert-E Unit-Rock Creek near Haines, Oregon, in the sum of $862.30, against the bond taken from Stephens and Carnes and General Casualty Company of America, for construction of Culvert-E Unit-Rock Creek near Haines, Oregon by the Oregon State Highway Commission.

Soulé Steel Company

By C. R. Reisner
C. R. Reisner
Portland Branch Office Manager

Dated at Portland, Oregon, this 14th day of December, 1954

ENDORSED
File No. 3470
Filed December 16, 1954
EARL T. NEWBRY, Secretary of State

SOULÉ STEEL COMPANY

STEELINE PRODUCTS

2630 N.W. St. Helens Road

Portland 10, Oregon

AFFIDAVIT

State of Oregon)
) ss
County of Multnomah)

I, C. R. Reisner, Portland Branch Office Manager for Soulé Steel Company, do hereby depose and say:

That Soulé Steel Company furnished and delivered reinforcing bars to Stephens and Carnes of Junction City, Oregon, for installation of same in Culvert-E Unit-Rock Creek near Haines, Oregon and that payment for same in the amount of [illegible] has not been received.

C. R. Reisner

Subscribed and sworn to before me this 14th day of December, 1954

SEAL

Frances Schall
Notary Public for Oregon
My commission expires March 26, 1957

ENDORSED
File No. 3470
Filed-December 16, 1954
EARL T. NEWBRY, Secretary of State

FRANCISCO
ANGELES
STON
TTLE

TELEPHONE
BEACON 5151

SOULÉ STEEL COMPANY
STEELINE PRODUCTS
2630 N. W. ST. HELENS ROAD
PORTLAND 10, OREGON

December 14, 1954

Secretary of State
State of Oregon
Salem, Oregon

Dear Sir:

Enclosed herewith is notice and affidavit covering claim we are making in connection with reinforcing bars furnished and delivered to Stephens and Carnes of Junction City, Oregon for installation in Culvert-E Unit-Rock Creek near Haines, Oregon.

Yours very truly,

SOULE' STEEL COMPANY

CRReisner

C. R. Reisner

CRR/ht
cc: Oregon State Highway Commission ✓
w/encl.
E. O. Millar
w/encl.

QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE. ALL SALES, CONTRACTS OR AGREEMENTS SUBJECT TO STRIKES, ACCIDENTS OR CAUSES BEYOND THE COMPANY'S CONTROL

SOULÉ STEEL COMPANY
STEELINE PRODUCTS
2630 N. W. ST. HELENS ROAD
PORTLAND 10, OREGON

TELEPHONE
BEACON 5151

NOTICE

o: Secretary of State
State of Oregon
Salem, Oregon

Notice is hereby given that the undersigned, Soule' Steel Company, has a claim for furnishing and delivering 8,799 lbs. of reinforcing bars to the job site at the Culvert-E Unit-Rock Creek near Haines, Oregon, in the sum of $862.30, against the bond taken from Stephens and Carnes and General Casualty Company of America, for construction of Culvert-E Unit-Rock Creek near Haines, Oregon by the Oregon State Highway Commission.

Soule' Steel Company

By CRReisner
C. R. Reisner
Portland Branch Office Manager

Dated at Portland, Oregon, this 14th Day of December, 1954.

SUBJECT TO CHANGE WITHOUT NOTICE. ALL SALES, CONTRACTS OR AGREEMENTS SUBJECT TO STRIKES, ACCIDENTS OR CAUSES BEYOND THE COMPANY'S CONTROL

TELEPHONE
BEACON 5151

SOULÉ STEEL COMPANY
STEELINE PRODUCTS
2630 N. W. ST. HELENS ROAD
PORTLAND 10, OREGON

AFFIDAVIT

tate of Oregon)
) ss
County of Multnomah)

I, C. R. Reisner, Portland Branch Office Manager for Soule' Steel Company, do hereby depose and say:

hat Soule' Steel Company furnished and delivered reinforcing bars to Stephens and Carnes of Junction City, Oregon, for installation of same in Culvert-E Unit-Rock Creek near Haines, Oregon and that payment for same in the amount of $862.30 has not been received.

C R Reisner

Subscribed and sworn to before me this 14th day of December, 1954.

Frances Scholl
Notary Public for Oregon
My Commission expires March 26, 1957

ANCISCO
GELES
N

TELEPHONE
BEACON 5151

SOULÉ STEEL COMPANY
STEELINE PRODUCTS
2630 N. W. ST. HELENS ROAD
PORTLAND 10, OREGON

December 14, 1954

General Casualty Company of America
209 S. W. 4th Avenue
Portland, Oregon

Gentlemen:

Enclosed herewith are copies of notice and affidavit filed with the Secretary of State, State of Oregon, Salem, Oregon, covering claim we are making in connection with reinforcing bars furnished and delivered, jobsite, to Stephens and Carnes of Junction City, Oregon for installation in Culvert-E Unit-Rock Creek near Haines, Oregon. This job was bonded by you, No. 274769.

Request is hereby made that you pay us the sum of $862.30 under this bond.

Thank you.

Yours very truly,

SOULE' STEEL COMPANY

C. R. Reisner

CRR/ht
cc: N. O. Millar

ONS SUBJECT TO CHANGE WITHOUT NOTICE. ALL SALES, CONTRACTS OR AGREEMENTS SUBJECT TO STRIKES, ACCIDENTS OR CAUSES BEYOND THE COMPANY'S CONTROL

RECEIVED
DEC 16 1954
FOR FILING

5-168 (1)
4197

December 15, 1954

Basche-Sage Hardware Company
Baker, Oregon

Attention: Mr. J. E. Durr

Gentlemen:

Your letter of December 11th concerning State Highway Contract No. 4197, awarded to Stephens and Carnes Construction Company for grading and surfacing the East Unit, Rock Creek-Haines Section of the Rock Creek-Baker County Road, has been referred to this office by Mr. A. F. Parson, Division Engineer.

The General Casualty Company of America through their agent, Robert Cross, 111 East Broadway, Eugene, furnished the performance bond for this contract.

In the event that you might wish to protect your claim against the bond for a period longer than six months following completion and acceptance of this contract, it is suggested that you file your claim with the Secretary of State. Attached is an excerpt from the Oregon Laws outlining the procedure necessary for such a filing.

If you wish your claim to be entered as a claim against the contract, please let us know the details thereof so that we can advise the surety and the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdm
Attach.

cc - Mr. A. F. Parson

FORM E-123 80M REVISED 2-53

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

La Grande, Oregon
December 13, 1954

4197

Basche-Sage Hardware Company
Baker, Oregon

Attention: J. E. Durr

Dear Sir:

We do not have the name of the bonding company that carries the Stevens & Carnes Construction Company bond.

We are sending a copy of your letter, dated December 11, to the Secretary of the State Highway Commission, Mr. Glaisyer, who in turn will advise you.

Very truly yours,

A. F. Parson
Division Engineer

By C D Cannon

C. D. Cannon
Office Engineer

CDC:gb

cc - H. B. Glaisyer

RECEIVED

C O P Y

BASCHE - SAGE HARDWARE CO.
Automotive - Farm - Plumbing- Mine and Mill Supplies ....Wholesale and Retail
Shelf and Heavy Hardware

BAKER, OREGON

December 11, 1954

Oregon State Highway Dept.
La Grande,
Oregon

Gentlemen:

Will you kindly advise us the bonding company for the Stevens & Carnes Construction Company who had the road contract on the Rock Creek secondary highway in Baker County.

We understand our account has been turned over to this bonding company for payment and we desire to confirm this.

Very truly yours,

BASCHE SAGE HARDWARE COMPANY

/s/ J. E. Durr

J. E. Durr

JED/11

RECEIVED
DEC 14 1954
FOR FILING

S-118(1)

December 13, 1954

General Casualty Company of America
209 S. W. Fourth Avenue
Portland, Oregon

Gentlemen:

A letter has been received from Evelyn Mae Sudbrock, administratrix for the Oliver Sudbrock Estate, advising that Stephens and Carnes Construction Company owes the estate $228.37. This bill was incurred in transporting a roller from Condon to Haines for use on State Highway Contract No. 4197 for grading and surfacing the East Unit, Rock Creek-Haines Section of the Rock Creek Baker County Road.

We provide this information as your company appears as surety on the performance bond furnished with the contract mentioned.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdm 12/10

cc - Stephens and Carnes Construction Co.
Post Office Box 448
Junction City, Oregon

12-13-54

RECEIVED
DEC 10 1954
FOR FILING

S-168 (1)
[illegible]

December 10, 1954

Standard Oil Company of California
P. O. Box 1495
Spokane 10, Washington

Attention: Mr. J. D. Hartup

Gentlemen:

State Highway Contract No. 4197, awarded to Stephens and Carnes Construction Company for work on the East Unit, Rock Creek-Haines Section of the Rock Creek Road in Baker County, has not been completed nor accepted. Surfacing work, including oiling, remains to be done and such work can not be performed until the weather is dry. The job should be completed by August 1 or perhaps sooner.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdm 12/9.

STANDARD OIL COMPANY OF CALIFORNIA

MARKETING DEPARTMENT
J. D. HARTUP
DISTRICT CREDIT MANAGER
J. W. SCOTT
ASSISTANT DISTRICT CREDIT MANAGER

SPOKANE 10, WASHINGTON

OFFICE
OLD NATIONAL BANK BLDG.
P. O. BOX 1495
TEL. MA 1191

December 7, 1954

STEPHENS & CARNES CONSTRUCTION CO.
ROCK CREEK ROAD
BAKER JOB #4197

July	$ 70.86
August	758.28
September	763.67
October	162.21
	$1,755.02

Oregon State Highway Commission
State of Oregon
Salem, Oregon

Attention: Mr. H. B. Glaisyer

Gentlemen:

We would appreciate being advised at this time the completion and acceptance dates of State Highway Contract #4197 awarded to Stephens & Carnes Construction Company for grading and surfacing the rock creek Hanes section of Rock Creek Road, Baker County.

For your convenience we are enclosing a self-addressed prepaid envelope.

Yours very truly,

J D Hartup

JWS:aw

REFERRED TO [illegible]
BY SECRETARY
[illegible]

RECEIVED
DEC 8 1954
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 14 1954
FOR FILING

6-168(1)

December 13, 1954

Evelyn Sudbrock, Administratrix
Oliver Sudbrock Estate
P. O. Box 45
La Grande, Oregon

Dear Madam:

This is in reply to your letter of December 6th advising us of your claim against Stephens and Carnes Construction Company, Post Office Box 449, Junction City. This claim was for transporting a roller for the contractor for use on Contract No. 4127 for grading and surfacing the East Unit, Rock Creek-Haines Section of the Rock Creek Baker County Road.

The General Casualty Company of America through their agent, Robert Cross, 111 East Broadway, Eugene, furnished the performance bond for this contract. The bond is provided to assure satisfactory completion of the work and the payment of all bills incurred in the contract.

The contract has not yet been completed nor has it been accepted by the Highway Commission.

It is suggested that you file your claim with the surety, and if you feel that it is necessary to protect your claim against the bond for a periodlonger than six months following completion and acceptance of the contract that you file your claim also with the Secretary of State. Attached is an excerpt from the Oregon Laws outlining the procedure for this latter filing. In the meantime, the claim will be noted in our records and we will advise the contractor and the surety that it has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdm 12/10
Attach.

NOTED ON CARD
12-13-54

P.O. Box 45,
LaGrande, Oregon,
December 6, 1954.

Mr. Glaisyer, Secretary,
State Highway Commission,
Salem, Oregon.

RE: East Unit
Rock Creek - Haines Section
Contract No. 4197

Dear Sir:

Find enclosed a duplicate copy of Freight bill No. 4879, issued September 14, 1954 to Stephens Carnes, P.O. Box 847, Baker, Oregon, and amounting to $228.37. This bill was incurred for transporting a road roller from Condon to Haines, Oregon, for use on the above named contract.

I have been unable to collect this bill. Several statements were mailed to him; one, via registered mail. Talked to him over the phone and he promised to pay during the week, following. With no check in the mail, tried to contact him in person, in Baker last Thursday and he had left the Oregon Trail Motor Court without a forwarding address.

Appreciating your assistance in collecting this item, I am

Very truly yours,

OLIVER SUDBROCK ESTATE

By Evelyn Mae Sudbrock Admx.

REFERRED TO [illegible]
BY SECRETARY

[illegible]

12-6-54

RECEIVED
DEC 7 1954
OREGON
STATE HIGHWAY COMMISSION

OLIVER SUDBROCK ESTATE
Evelyn Sudbrock, Admx.,
P.O. Box 45,
LaGrande, Oregon

12-5-54

In Account with

Stephens and Carnes
P.O. Box 247
Baker, Oregon

Sept 14, 1954 --- Frt Bill 4870 ......$228.37

T BILL Copy (ORIGINAL)

Sept 14 1954
(Date)

~~00975~~

d as including any person or corporation in
own line or otherwise to deliver to
ier are subject to all terms and conditions
UTILITIES COMMISSIONER OF OREGON in
CCOUNTS.

4870

If charges are to be prepaid
write or stamp here,
"To be Prepaid."

Weight	Rate	Charges
0000		
4000	.88	211.20
		10.52
		6.65
TOTAL CHARGES		228.37

Sudbrock Estate

ORE BUSINESS FORMS, INC., PACIFIC DIV., PORTLAND, ORE.

---

your request and are in-

r you request copies of
by creditors against this
f this date no claim has
. We will advise you in
laims that may be filed

tter you give as your
been completed by the con-
the items of work which
ecified for completion of
ork that remain to be
h is the latest information
the quantity and the amount
involved is shown for each item. This totals $10,179.19.

The date specified in the contract for completion of the project is September 15, 1954. However, an extension of time to August 31, 1955 is pending. The Commission will act on it at its meeting tomorrow, December 7. I anticipate that the extension will be approved by the Commission, but whether or not the contractor will be penalized for overrunning the time limit depends on the Commission's action.

P.O. Bx 847 Baker Ph 1714X

Form

COMBINATIC L OF LADING AND FR T ~~BILL~~ Copy ~~(ORIGINAL)~~

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading,

At Condon Oregon Sept 14 1954 (Date) ~~009775~~

From Stephens & Carnes Construction Co

the property described below, in apparent good order which said Carrier (the word "Carrier" being understood as including any person or corporation in possession of the property) agrees to transport and deliver to consignee at his usual place of delivery (if on its own line or deliver to another carrier on the route to said destination. It is mutually agreed that the transportation services hereunder are subject to all terms and conditions printed on Form 1 "UNIFORM MOTOR CARRIER STRAIGHT BILL OF LADING" as prescribed by the PUBLIC UTILITIES COMMISSIONER OF OREGON in PART 1, RULE 3, of the RULES AND REGULATIONS RELATING TO KEEPING OF RECORDS AND MAINTAINING ACCOUNTS.

19 4890

Consigned to Stephens & Carnes P.O. Bx 847 Baker

Destination Haines Ore

Via Carrier Oliver Susbrock Estate

Driver Charles N Hix Truck No. CB Miles Run

If charges are to be prepaid write or stamp here, "To be Prepaid."

Number of Packages	DESCRIPTION OF ARTICLES AND MARKS	Weight	Rate	Charges
1	Road Roller	20000		
1	Road Roller Minimum	24000	.88	211.20

MILEAGE CHARGES - Loaded Miles 207 10.52

LOADING AND UNLOADING CHARGES - Hours 1 hr & allowed time 6.65

OTHER CHARGES Fed Tax 3% TOTAL CHARGES 228.37

Note: Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

$ per

Shipper

Per

Received the above freight in apparent good order.

Date 9-14-54

Consignee Stephens & Carnes

Per R J Carnes

Carrier Oliver Susbrock Estate

Per Charles N Hix

Received Payment

MOORE BUSINESS FORMS, INC., PACIFIC DIV., PORTLAND, ORE.

For Sale by Willamette Tariff Bureau, 719 S. E. Morrison, Portland, Oregon

RECEIVED
DEC 14 1954
FOR FILING

S-[illegible]

REFERRED TO
BY SECRETARY

December 6, 1954

General Casualty Company of America
Seattle 5, Washington

Attention: Mr. Donald E. Spickard
Legal Department

Gentlemen:

Re: Your Bond 47[illegible]769-Stephens & Carnes Construction Company
Grading and oil mat surfacing of
East Unit Rock Creek Road, Haines
Baker County, Ore.-Contract #4197

This acknowledges your letter of December 3 advising that Stephens & Carnes Construction Company are unable to pay the obligations incurred by them in connection with the captioned project, and in which you request that no further payments be made to Stephens and Carnes, without your prior written consent and approval. We shall be glad to comply with your request and are issuing instructions today to that effect.

In the third paragraph of your letter you request copies of notices of claims that may have been filed by creditors against this job. I am pleased to inform you that as of this date no claim has been filed against this particular contract. We will advise you in conformity with our usual practice of all claims that may be filed against the project in the future.

In the fourth paragraph of your letter you give as your understanding that the job has not as yet been completed by the contractor and you request information as to the items of work which remain to be done, and the time limit specified for completion of such items. I attach hereto a list of the work that remain to be performed as of November 5, 1954, which is the latest information available. This is a classified list, and the quantity and the amount involved is shown for each item. This totals $10,179.14.

The date specified in the contract for completion of the project is September 15, 1954. However, an extension of time to August 31, 1955 is pending. The Commission will act on it at its meeting tomorrow, December 7. I anticipate that the extension will be approved by the Commission, but whether or not the contractor will be penalized for over-running the time limit depends on the Commission's action.

In the second paragraph of your letter you mention the Assignment given you by the contractors of all monies due or to become due under this contract in the event of default. We will honor an Assignment of the funds remaining to be paid, but prefer that it be on our standard Assignment form. I enclose several copies of the form, which please have signed by Stephens & Carnes; then return the original and one copy, both executed, to me for further handling.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:mm

Enclosures

cc: Floyd Query
C. H. Maison
R. H. Baldock

NOTED ON CARD
12-6-54

Stephens & Carnes
Contract No. 4197
Specified date of completion 9/15/54
Time Extension to 8/31/55 now pending

(Work remaining to be done as of November 5, 1954)

Item	To Complete Project	Quantity		Amount
2.	Structural Excavation Unclassified	10.11	cu. yd.	$ 30.33
3.	Trench Excavation Unclassified	3.59	cu. yd.	14.36
4.	Special Borrow Excavation - Unclassified	100	cu. yd.	30.00
5.	General Excavation - Unclassified	100	cu. yd.	25.00
6.	Truck Haul on Special Borrow	950	yd. mi.	190.00
15.	Coarse Gravel in Base	50	cu. yd.	42.50
17.	Sprinkling	1	M - gal.	4.00
18.	3/4 - 0 Gravel in Binder Course	10	cu. yd.	42.00
19.	Furnishing and Placing Aggregates	930	cu. yd.	4,371.00
20.	Furnishing and Placing M-C 2 Asphalt	0.5	ton	30.00
21.	Furnishing and Placing 150-200 Asphalt	70	ton	4,200.00
22.	Furnishing and Placing RS-1 Asphalt	20	ton	1,200.00
	TOTAL, CONTRACT BID ITEMS			$10,179.19

[illegible]rs & [illegible]es
Contract No. 4127
Specified Date of Completion 1-15-54.
Time Extension: 8-31-55; Pending ~~approval of Bureau & Comm.~~

(Work, done as of Nov. 5, 1954)

Item	To Complete Project	Quonity	Amt.
2.	Structural Excavation Unclass-	10.11 cu. yd.	$30.33
3.	Trench Excavation Unclass-	3.59 cu. yd.	14.36
4.	Special Borrow Excav-Unclass-	100 cu. yd.	30.00
5.	General Excav-Unclass-	100 cu. yd.	25.00
6.	Truck Haul on Special Borrow	950 yd. mi.	190.00
15.	Coarse Gravel in Base	50 cu. yd.	42.50
17.	Sprinkling	1 M-gal.	4.00
18.	3/4-0 Gravel in Binder Course	10 cu. yd.	42.00
19.	Furnishing & Placing Aggregates	930 cu. yd.	4,371.00
20.	Furnishing & Placing M-C 2 Asphalt	0.5 Ton	30.00
21.	Furnishing & Placing 150-200 Asphalt	70 Ton	4,200.00
22.	Furnishing & Placing RS-1 Asphalt	20 Ton	1,200.00
	Subtotal, Contract Bid Items		$10,179.19

GENERAL
CASUALTY COMPANY
OF AMERICA
SEATTLE 5

H. K. DENT
CHAIRMAN OF THE BOARD
W. L. CAMPBELL
PRESIDENT

REGISTERED LETTER
RETURN RECEIPT REQUESTED

December 3, 1954

Oregon State Highway Department
Salem, Oregon

Attention Mr. H. B. Glaisyer, Secretary

Gentlemen:

Our Bond 274769 - Stephens & Carnes
Construction Co. - Grading and Oil Mat
Surfacing of East Unit Rock Creek Road,
Haines, Baker County, Ore. - Contract #4197

We are the surety for Stephens & Carnes Construction Company of Junction City, Oregon, on their bond guaranteeing the performance of the work on this job and payment for labor and material. We have been notified by the contractors of their inability to pay the obligations incurred by them in the completion of the work on this job and of their default in that respect.

In view of this default by the contractors, and because of the assignment given to us by the contractors at the time the bond was written of all monies due or to become due under the contract in the event of such default, and pursuant to our rights as surety, we ask that you make no further payments to the contractor without our prior written consent and approval.

We would appreciate your forwarding copies of the notices of claim filed by any creditors of the contractors to us marked to the attention of the claim department, Mr. A. R. Eby, at this address. We will undertake to discharge such of these claims as are proper, taking our usual release and assignment forms, copies of which we will forward to you at such time as all claims filed have been paid and the time for filing of further claims has elapsed.

It is our understanding that the work on this job is not as yet completed, and we would appreciate your advising us of the items of work which remain

ANSWERED
H. B. GLAISYER

to be completed and the time limit, if any, for completion of such items.

We would appreciate your providing us with any other pertinent information which you feel we should know of in view of the contractors' default.

Very truly yours,

Donald E. Spickard

Donald E. Spickard
Legal Department
rj

12-3-54

RECEIVED
DEC 6 1954
OREGON
STATE HIGHWAY COMMISSION

Stephens & Carnes
Contract No. 4197
Specified date of completion 9/15/54
Time Extension to 8/31/55 now pending

(Work remaining to be done as of November 5, 1954)

Item	To Complete Project	Quantity	Amount
2.	Structural Excavation Unclassified	10.11 cu. yd.	$ 30.33
3.	Trench Excavation Unclassified	3.59 cu. yd.	14.36
4.	Special Borrow Excavation - Unclassified	100 cu. yd.	30.00
5.	General Excavation - Unclassified	100 cu. yd.	25.00
6.	Truck Haul on Special Borrow	950 yd. mi.	190.00
15.	Coarse Gravel in Base	50 cu. yd.	42.50
17.	Sprinkling	1 M - gal.	4.00
18.	3/4 - 0 Gravel in Binder Course	10 cu. yd.	42.00
19.	Furnishing and Placing Aggregates	930 cu. yd.	4,371.00
20.	Furnishing and Placing M-C 2 Asphalt	0.5 ton	30.00
21.	Furnishing and Placing 150-200 Asphalt	70 ton	4,200.00
22.	Furnishing and Placing RS-1 Asphalt	20 ton	1,200.00
	TOTAL, CONTRACT BID ITEMS		$10,179.19

RECEIVED
[illegible]
FOR FILING

S-168 (1)
4197

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

To:

SUBJECT:

Salem, Oregon
October 22, 1954

[illegible]
W. C. WILLIAMS

Mr. A. F. Parson
Division Engineer
State Highway Department
La Grande, Oregon

Dear Sir:

Receipt is acknowledged of the request of the Coast Blacktop Paving Company and Stephens & Carnes Construction Company requesting the cancellation of the subcontract covering Items 17 to 22, inclusive, on the East Unit, Rock Creek-Haines Contract No. 4197, Oregon S-168 (1).

Please be advised that this cancellation is approved.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:ef

cc to: W. C. Williams
C. G. Polk (2)

RECEIVED
FOR FILING

S-168 (1)
4197

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
SUBJECT:
October 22, 1954

To:

Mr. A. F. Parsen
Division Engineer
State Highway Department
La Grande, Oregon

W. C. [illegible]

Dear Sir:

The subcontract between Stephens & Carnes Construction Company and the Russell Olson Construction Company covering the loading, hauling and placing of Items 16, 18 and 19; and the furnishing and placing of Items 20, 21 and 22, on the East Unit, Rock Creek-Haines Contract No. 4197, Oregon S-168 (1), is approved and you may so inform the interested parties.

Two copies of the subcontract are returned herewith for distribution.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:of

Encls.

cc to: W. C. Williams
C. G. Polk (2)

C 1411

Form PR 2 (Revised 1950)

State Oregon

Federal Aid Secondary

Project No. S-168(1)

U. S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 8th day of October, 1954, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 2nd day of April, 1954, a program, which was approved on the 21st day of April, 1954, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were approved ~~[illegible]~~ by the District Engineer of the Bureau of Public Roads on the 26th day of April, 1954; and

Whereas the District ~~[illegible]~~ Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of twenty-seven thousand, two hundred and 00/100 dollars ($27,200.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

RECEIVED

1411

Form PR 2 (Revised 1950)

State Oregon

Federal Aid Secondary

Project No. S-168(1)

U. S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 8th day of October, 1954, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 2nd day of April, 1954, a program, which was approved on the 21st day of April, 1954, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were approved by the District Engineer of the Bureau of Public Roads on the 26th day of April, 1954; and

Whereas the District Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of twenty-seven thousand, two hundred and 00/100 dollars ($27,200.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

RL

RECEIVED

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources Cash deposited by Baker County with the Highway Department.
(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 0+00 in the SW 1/4, Section 33, T. 7 S., R. 39 E., W.M., and survey station 75+00 on the west line of Section 32, T. 7 S., R. 39 E., W.M., without exception,

, length 1.527 miles, in Baker County, being Oregon Federal Aid / Secondary project No. S-168(1), consisting of 1.527 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~or a mile in length~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

RECEIVED

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of twenty-seven thousand, two hundred and 00/100 dollars ($27,200.00), which does not exceed the authorized Federal pro rata share of forty-six thousand, eight hundred thirty-two and 83/100 dollars ($46,832.83), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Bureau of Public Roads shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available) Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

RECEIVED

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. **112.**

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

Attest
SECRETARY

RECOMMENDED FOR APPROVAL:
STATE HIGHWAY ENGINEER

By
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By **Acting** *Division Engineer,*
Bureau of Public Roads.

RECEIVED
OCT 7 1954
DIVISION 8

ED
OCT 13 1954
DISTRICT

RECEIVED

Oregon State Higway Department

Federal Aid Secondary
Project No. S-168 (1)

EAST UNIT, ROCK CREEK-HAINES SECTION

OF THE ROCK CREEK ROAD IN BAKER COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon August 5, 1954

Type Code 5231
Roadway (Sta. 0+00 thru Equation 5+66.49 0+04.04 to Sta. 75+00)(Contract No. 4197)

All Required		Clearing and Grubbing	$	$ 1,500.00
100	cu. yd.	Structural Excavation, Unclassified	3.00	300.00
30	cu. yd.	Trench Excavation, Unclassified	4.00	120.00
7,700	cu. yd.	Special Borrow Excavation, Unclassified	0.30	2,310.00
4,100	cu. yd.	General Excavation, Unclassified	0.25	1,025.00
9,700	yd. mi.	Truck Haul on Special Borrow	0.20	1,940.00
1.53	miles	Finishing Roadbed and Slopes	500.00	765.00
34	lin. ft.	58-inch Arch Type Corrugated Metal Pipe	25.25	858.50
56	lin. ft.	18-inch Corrugated Metal Siphon Pipe	6.00	336.00
410	lin. ft.	12-inch Concrete Pipe	2.28	934.80
22	lin. ft.	Salvaging Culvert Pipe	3.00	66.00
5	cu. yd.	Concrete End Basins	60.00	300.00
64	cu. yd.	Class "A" Concrete	75.00	4,800.00
9,600	lbs.	Metal Reinforcement	0.12	1,152.00
8,500	cu. yd.	Course Gravel in Base	0.85	7,225.00
1,400	cu. yd.	3/4" - 0 Gravel in Base & Shoulders	4.27	5,978.00
200	M-gal.	Sprinkling	4.00	800.00
170	cu. yd.	3/4" - 0 Gravel in Binder Course	4.20	714.00
930	cu. yd.	Furnishing and Placing Aggregates	4.70	4,371.00
28	tons	Furnishing and Placing MC-2 Asphalt	60.00	1,680.00
70	tons	Furnishing and Placing 150-200 Asphalt	60.00	4,200.00
20	tons	Furnishing and Placing RS-1 Asphalt	60.00	1,200.00
			Subtotal	$42,575.30
			10% Engr. & Cont.	4,257.53
			Total	$46,832.83

Length of Roadway	1.527 miles
Cost of Roadway per mile	$30,669.82

Federal Funds -	$27,200.00
State Funds -	8,392.85
County Funds -	11,239.98
	$46,832.83

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.

Funds for Maintenance: Chap. 529, laws 1939.

Note: Cash has been deposited by Baker County with the Higway Department.

RECEIVED

Oregon State Highway Department

Federal Aid Secondary
Project No. S-168 (1)

EAST UNIT, ROCK CREEK-HAINES SECTION
OF THE ROCK CREEK ROAD IN BAKER COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, April 22, 1954

Type Code 5231
Roadway (Sta. 0+00 Thru Equ. 5+66.49 = 0+04.04 to Sta. 75+00)

All Required		Clearing and Grubbing		$ 500.00
100	cu. yds.	Structural Excavation, Unclassified	$ 3.00	300.00
30	cu. yds.	Trench Excavation, Unclassified	3.00	90.00
7,700	cu. yds.	Special Borrow Excavation, Unclassified	0.35	2,695.00
4,100	cu. yds.	General Excavation, Unclassified	0.35	1,435.00
9,700	yd. mi.	Truck Haul on Special Borrow	0.16	1,552.00
1.53	miles	Finishing Roadbed and Slopes	350.00	535.50
34	lin. ft.	58-inch Arch Type Corrugated Metal Pipe	32.00	1,088.00
56	lin. ft.	18-inch Corrugated Metal Siphon Pipe	6.00	336.00
410	lin. ft.	12-inch Concrete Pipe	2.25	922.50
22	lin. ft.	Salvaging Culvert Pipe	2.00	44.00
5	cu. yds.	Concrete End Basins	65.00	325.00
64	cu. yds.	Class "A" Concrete	60.00	3,840.00
9,600	lbs.	Metal Reinforcement	0.14	1,344.00
8,500	cu. yds.	Coarse Gravel in Base	0.85	7,225.00
1,400	cu. yds.	3/4" - 0 Gravel in Base and Shoulders	4.00	5,600.00
200	M-gals.	Sprinkling	2.50	500.00
170	cu. yds.	3/4" - 0 Gravel in Binder Course	5.00	850.00
930	cu. yds.	Furnishing and Placing Aggregates	5.50	5,115.00
28	tons	Furnishing and Placing MC-2 Asphalt	50.00	1,400.00
70	tons	Furnishing and Placing 150-200 Asphalt	47.00	3,290.00
20	tons	Furnishing and Placing RS-1 Asphalt	50.00	1,000.00

Subtotal	$39,987.00
10% Engr. & Cont.	3,998.70
Total	$43,985.70

Length of Roadway	1.527 miles
Cost of Roadway per Mile	$28,805.30

Federal Funds- -	$27,~~300.00~~ 200.00	
State Funds- -	~~8,342.85~~	8392.85
County Funds -	8,342.85	8392.85
	$43,985.70	

RECEIVED

FOR FILING

FORM E-30X 27½ 3-54 73730
S-168 (1)
4197

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 20, 1954

SUBJECT:

To:
Mr. A. F. Parson
Division Engineer
State Highway Department
La Grande, Oregon

Dear Sir:

The subcontract between Stephens & Carnes and the Coast Blacktop Paving Company covering Items 17 to 22, inclusive, on the East Unit, Rock Creek-Haines Contract No. 4197, Oregon S-168 (1), is approved and you may so inform the interested parties.

Four copies of the subcontract are returned herewith for distribution.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:of

Encls.

cc to: W. C. Williams
C. G. Polk (2)

RECEIVED

RECEIVED
FOR FILING

4197

June 29, 1954

Stephens & Carnes Construction Co.
P. O. Box 448
Junction City, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4197, which was awarded to you on May 20 by the State Highway Commission, covering the East Unit, Rock Creek-Haines Section of the Rock Creek Road in Baker County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED

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JUN 16 1954
FOR FILING

G

June 16, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on June 8, 1954 on Contract No. 4197, East Unit, Rock Creek-Haines Section, in Baker County, in connection with Federal Aid Project No. S-168 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DBP:eh

R

RECEIVED
FOR FILING

[illegible]

4177

AGENDA
JUN 23 1954

3a-15

May 20, 1954

Stephens & Graves
P. O. Box 42[illegible]
Junction City, Oregon

Gentlemen:

The State Highway Commission on May 13th accepted your proposal for grading and oiling on the East Unit, Rock Creek-Haines Section of the Rock Creek County Road west from Haines in Baker County for the sum of $42,974.30 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions were fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 4177.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Very truly yours

H. B. Glaisyer, Secretary
Oregon State Highway Commission

By

Flow[illegible], Assistant Secretary

ad

cc - Mr. [illegible] Savage [illegible]
Mr. [illegible]
Mr. [illegible] Lambert
Mrs. [illegible] Lewis

E R

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a full rate telegram
FULL RATE TELEGRAM
DAY LETTER
NIGHT LETTER

$
S
E

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206 10-51

INTERNATIONAL SERVICE
Check the class of service desired; otherwise the message will be sent at the full rate
FULL RATE
LETTER TELEGRAM
SHIP RADIOGRAM

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
May 20, 1954
3:00 p.m.

Stephens & Carney
P. O. Box 448
Junction City, Oregon

Contract for Last Unit, Rock Creek-Haines Section of Rock Creek County Road in Baker County for which you submitted low bid on May 12 awarded you today. Contract forms follow shortly.

Floyd Query, Assistant Secretary
OREGON STATE HIGHWAY COMMISSION

CONFIRMATION
Accounting (5001-900)
Files
C. W. Head

John F. Hagemann
John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM

cc: S. H. Probert

5

RECEIVED
MAY 25 1954
FOR FILING

S-163(1)

4197

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 20, 1954

SUBJECT: FAS 507, Baker County

To: Mr. W. C. Williams
OFFICE

NOTED
W. C. WILLIAMS

L

We have received this date an advance deposit of $12,700 from Baker County in connection with the East Unit, Rock Creek-Haines County FAS project. This project is now clear for award of a contract.

John F. Hagemann
John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM

cc: S. H. Probert

File ✓

RECEIVED
FOR FILING
OREGON DISTRICT

S-168(1)

4-17

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

May 20, 1954

NO
W. C. WILLIA

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired for Oregon Project S-168(1), East Unit, Rock Creek-Haines Section of the Rock Creek Road, we hereby concur as of this date in award of contract to Stevens and Carnes of Junction City, Oregon, low bidder in the amount of $42,575.30 at the May 12, 1954 bid opening.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

RECEIVED
MAY 25 1954
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 25 1954
FOR FILING

S-168(1)

4197

May 20, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for grading and oiling work on the East Unit of the Rock Creek County Road in Baker County, Project S-168 (1), to Stephens & Carnes of Junction City, Oregon, on the basis of the bid of $42,575.30 submitted on May 12, 1954.

All rights of entry required for this contract are acquired.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

SHP:gs

RECEIVED
MAY 25 1954
FOR FILING

S-168(1)

4197

May 20, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for grading and oiling work on the East Unit of the Rock Creek County Road in Baker County, Project S-168 (1), to Stephens & Carnes of Junction City, Oregon, on the basis of the bid of $42,575.30 submitted on May 12, 1954.

All rights of entry required for this contract are acquired.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

SHP:gs

RECEIVED
MAY 1
FOR FILING

5-168(1)

4197

5-168(1)

May 13, 1954

County Court of Baker County
Court House
Baker, Oregon

Gentlemen:

We are enclosing herewith for the records and files of Baker County one fully executed copy each of a Maintenance Agreement and Finance Agreement between the State Highway Commission and Baker County covering the East Unit, Rock Creek-Haines Section, County FAS project in Baker County.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By
Floyd Query, Assistant Secretary

rn
Enc.

RECEIVED

NOTED
Harold C. [illegible]

Salem, Oregon
May 10, 1954

FAS 507, Baker County
Rock Creek-Haines Section

Right of Way Department

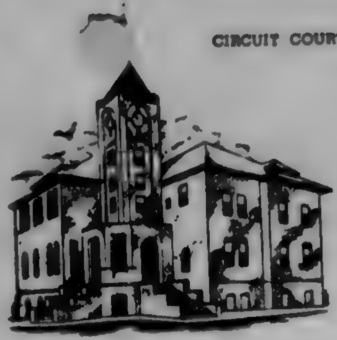
NOTED
V. R. JONES

Attached is a copy of a letter from Judge Rea of Baker County advising that all right of way, easements, and rights for gravel required for the Rock Creek-Haines County FAS project have been obtained.

John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM
Att.

FORREST L. HUBBARD, Circuit Judge
GEORGE P. NEWTON, District Attorney
LLOYD REA, County Judge
R. M. PHIPPS, Huntington, Ore.
GILL C. WRIGHT, New Bridge, Ore.
Commissioners
GRANT A. YOUNG, County Clerk
FRED C. THOM, Sheriff
UNNAR STEVENS, Assessor Protem
MABEL C. RAGSDALE, Treasurer
MYRTLE E. LEE, School Superintendent
THAD P. BEATTY, Coroner
WALLACE MAXWELL, Water Master



CIRCUIT COURT CONVENES FIRST MONDAY IN FEBRUAR[illegible]COND MONDAY IN JUNE, FIRST MONDAY IN NOVEMBER
COUNTY COURT CONVE[illegible] FIRST WEDNESDAY IN EACH MONTH
PROBATE COURT CONVENES FIRST MONDAY IN EACH MONTH

Baker County, Oregon
Baker, Oregon

May 6, 1954

Mr. John Cattrall
Engineer, City-County Relations
State Highway Department
Salem, Oregon

Dear John:

This is to advise you that we have now secured all the right-of-ways, easements and rights for the gravel for the South Rock Creek Project.

We mailed the agreements covering the same project yesterday. We hope you find everything in order.

Yours very truly,

Lloyd Rea
per Rk

Lloyd Rea
County Judge.

NOTED
J. F. HAGEMANN

RECEIVED
MAY 10 1954
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 10 1954
ENG[illegible]
CO[illegible] RELATIONS

RECEIVED
MAY 20 1954
FOR FILING

S-168(1)

4197

file

S-168(1)

Salem, Oregon
May 18, 1954

Mr. John W. Cattrall
City & County Relations Dept.
Office

Attached are four certified copies of a Maintenance Agreement and one conformed copy of a Finance Agreement with Baker County covering the East Unit, Rock Creek-Haines Section County FAS project in Baker County.

The original of each of the above agreements has been retained in this office for the Commission's files and one fully executed copy of each has been sent to the County Court of Baker County.

Very truly yours

Assistant Secretary

rn
Attach: 5

FORM E-30 25M 9-51 52315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 5, 1954

SUBJECT: FAS 507, Baker County
E. Unit, Rock Creek-Haines Section

To: Mr. W. C. Williams
OFFICE

REFERRED TO
Query.
BY DEPUTY STATE HIGHWAY ENGINEER

Enclosed are three copies of a finance agreement covering the East Unit, Rock Creek-Haines Section, County FAS project in Baker County. Two copies of this agreement have been executed by the proper county officials and are now ready for presentation to the Highway Commission.

Also enclosed are six copies of a maintenance agreement covering the same project. After signature by the Highway Commission, please return four either fully executed or certified true copies to this office for transmittal to the B.P.R.

Both agreements require your signature of approval.

This project was approved by the Highway Commission on October 29, 1953.

John F. Hagemann
John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM
Encl.

AUTHORIZED BY HIGHWAY COMMISSION
DATE 10-29-53 Minute page 33
Asst. Secretary

RECEIVED
MAY 1 4 1954
FOR FILING

S-168(1)

4197

S-168(1)

May 13, 1954

Stephens & Carnes Const. Company
P. O. Box 448
Junction City, Oregon

Gentlemen:

The State Highway Commission on May 12, 1954 accepted your bid in the amount of $42,575.30 for grading and oiling the East Unit, Rock Creek-Haines Section of the Rock Creek County Road west from Haines in Baker County, which was the low bid received for that job. The Commission referred the bid to the Engineer with authority to award the contract to you as soon as certain conditions have been satisfied.

I enclose for your immediate information a copy of the proposal form pertaining to this job for use by you pending receipt of the contract and bond forms. Your attention is particularly called to the paragraphs on page 5 under the heading "Restriction on Commencement of Work".

Respectfully yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By

Floyd Query, Assistant Secretary

ehr

cc S. H. Probert
H. G. Smith
R. G. Savage, SIAC

Oregon Project S-168(1)
FAS 507

Form cc-12 (1954 Rev.)

RESOLUTION

5-4-54

WHEREAS, a county road in Baker County, State of Oregon, known as the Rock Creek County Road, is routed through the County of Baker, Oregon, a municipal corporation, and a section of said road has been officially adopted for improvement by the State Highway Commission and Baker County, the section adopted for improvement being more particularly described as follows; to wit:

> From the westerly city boundary of Haines westerly to State Highway Engineer's Survey Station 75+00, a distance of 1.527 miles.

AND, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal Aid for the improvement of said county road,

AND, WHEREAS, the Department of Commerce, Bureau of Public Roads, will not participate in the construction of said county road until and unless the said County of Baker will guarantee by resolution officially adopted by the County Court, that no encroachments will be permitted upon the right of way of said county road within the limits of the section described above, which will permanently obstruct or interfere with the free and convenient flow of traffic over said county road, and will so regulate parking of vehicles on said county road that the free, convenient, and safe flow of traffic shall not be impeded; and agree not to impose unreasonable limitations of speed upon said county road, nor impose any regulations of traffic which will operate to discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets, or avenues.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the County Court of Baker County, Oregon, that no encroachments will be permitted on the county road known as the Rock Creek County Road, which will permanently obstruct or unduly interfere with the free and convenient flow of traffic along said county road; and will so regulate the parking of vehicles along said county road as not to impede the free, convenient, and safe flow of traffic; and will not impose any unreasonable limitations of speed upon said county road, nor impose any regulation of traffic upon said county road which shall unduly discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets, or avenues.

It being understood that nothing in this resolution of agreement by the County Court shall be construed so as to prevent or impair proper police regulations and the enforcement of all existing laws and regulations respecting the use of said county road, nor to prevent such temporary obstructions to traffic as may be necessitated by the construction of water or gas mains, sewers, and other public improvements, or to preclude the proper use of said county road for the placement of telephone or electric light poles or other public service facilities.

Passed by the County Court of Baker County, Oregon, this 4 day of May, 1954.

By Leonard Rea
County Judge

By
County Commissioner

By O Wright
County Commissioner

Attest:

Grant A. Young
County Clerk
By Agnes Hughes
Deputy

RECEIVED FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

S-168(1)

4197

S 168(1)

April 26, 1954

NOTED
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved P. S. and E. documents for Oregon Project S-168(1), East Unit, Rock Creek-Haines Section of the Rock Creek Road in Baker County.

Concurrence in award of contract will be withheld pending notification that all rights of way or rights of entry have been acquired.

Please forward the usual copies of County maintenance and encroachment resolution.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
MAY 4 1954
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING
5-[illegible]
OREGON DISTRICT
4177

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

April 26, 1954

Copy to [illegible]

NOTED
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Re: Oregon Project FAS 168
Rock Creek-Haines Section,
Rock Creek Road

Dear Sir:

The sketch map, subject project, dated February 1954, is approved today, subject to the following conditions:

> That the railroad grade crossing within the limits of the project shall be eliminated or adequately protected in accordance with General Administrative Memorandum No. 63.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

RECEIVED

[illegible]EIVED
APR 21 1954
FOR FILING

S-168(1)

4197

April 20, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

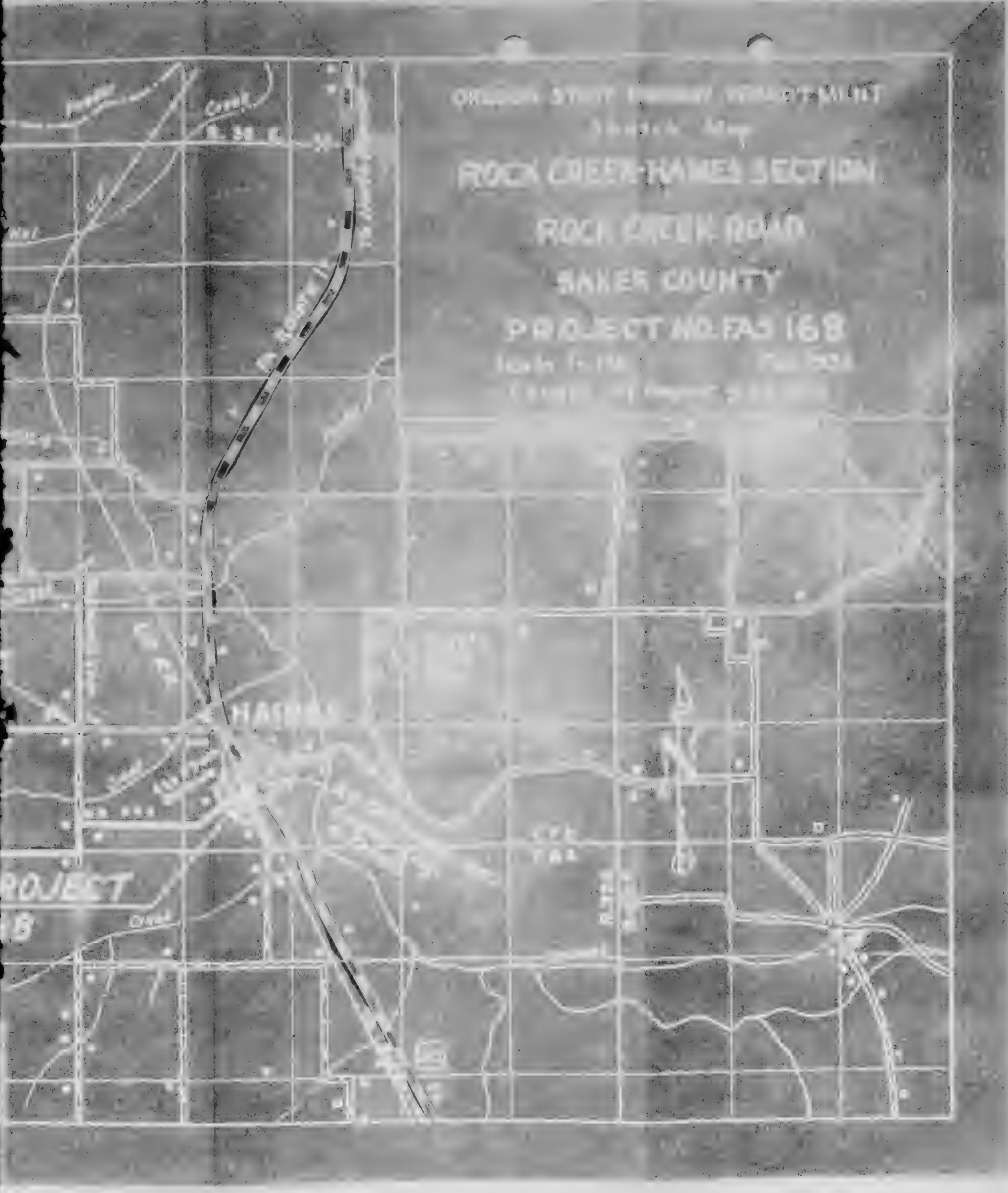
We are sending under separate cover four blue print copies of project statement map for the Rock Creek-Haines Section, Project No. FAS 168.

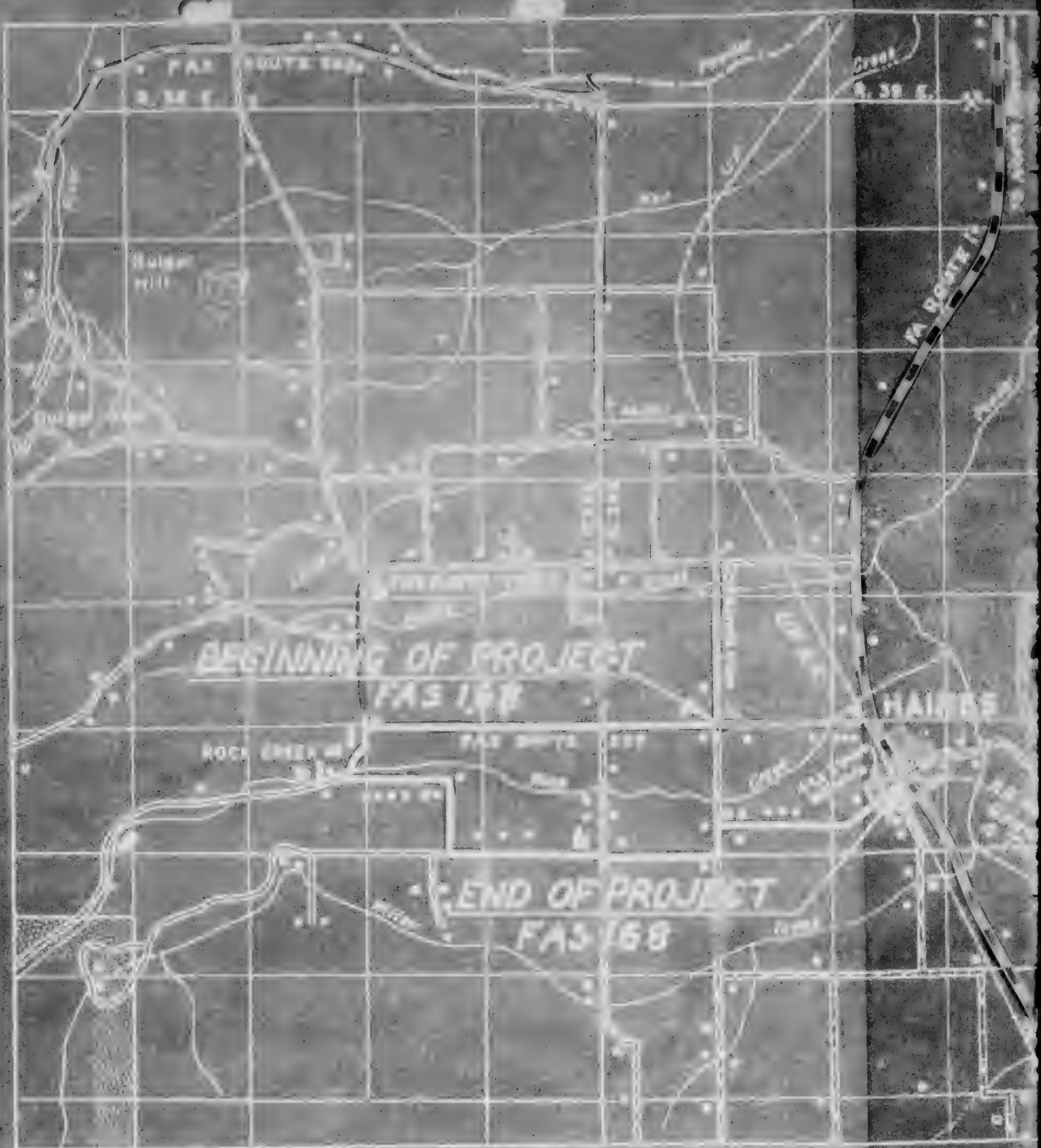
Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer


OREGON STATE HIGHWAY DEPARTMENT
Sketch Map
ROCK CREEK-HAINES SECTION
ROCK CREEK ROAD
BAKER COUNTY
PROJECT NO. FAS 168
HAINES
Creek
Creek
Creek
ROJECT
68


R. 39 E.
Creek
BEGINNING OF PROJECT
FAS 168
ROCK CREEK
HAINES
END OF PROJECT
FAS 168

NOTED
Harold C. Ayers

NOTED
J. W. CATTRALL

November 20, 1953

Baker County Court - Ha. 507
Court House
Baker, Oregon

NOTED
J. F. HAGEMANN

Gentlemen:

On October 29th the Highway Commission approved the Federal Aid Secondary project as shown in the attached tabulation. The details as set forth in this tabulation are believed to conform with the Court's request.

Approval by the Bureau of Public Roads and preparation of plans and specifications are now required prior to contracting the proposed project. Preliminary engineering will be handled by our Division Office in La Grande and will proceed as rapidly as available engineering personnel will permit.

As you know, the county will be required to make an advance deposit of 20% of the estimated total cost before award of a contract. In the case of Baker County, this will be approximately $8,800 and will be covered by an agreement at a later date.

If you wish any further information on this matter, please advise.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:MM
Att.

PROPOSED PROJECT
BAKER COUNTY
AVAILABLE FUNDS - $44,000

FAS 507 - Haines-Rock Creek Section, Approximately 2.8 Miles. This section extends from the west city limits of Haines westerly to a road junction on the east line of Section 1, T. 8S., R. 38E.

It is proposed to widen, place additional base material, and place an O-11 with binder 20' wide with 3' shoulders. This project will be similar to that recently completed on the Pocahontas-Wingville Road.

There is a county-owned gravel pit approximately 3 miles from the middle of the project. To complete this project will likely require additional county cooperation either in work or money and the county should be consulted after field data is available and details worked out.

10/15/53

Salem, Oregon
November 5, 1953

NOTED
J. W. CATTRALL

Mr. A. F. Parson
Division Engineer
Oregon State Highway Department
La Grande, Oregon

NOTED
Harold C. Ayers

NOTED
J. F. HAGEMANN

Reference is made to the Baker County project on FAS 507 forwarded to you on November 2nd. The details as forwarded call for a 20' 0-11 with 3' shoulders. Please reduce the shoulder width to 2' thus conforming to the county's request that the design be similar to that used for the recently completed Pocahontas-Baker project. This will also conform to the request of Mr. Cooper, Assistant Construction Engineer, that shoulder widths be standardized on 2, 4, 8, or 10 feet.

John W. Cattrall
Engineer, County and City Relations

By

John F. Hagemann
Assistant Engineer

FH:MM

cc: Forrest Cooper

Fas 507
Baker Co

FORM E-90 27,000 4-52 [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 4, 1953

SUBJECT:

To: Mr. John W. Cattrall
County and City Relations Engineer
OFFICE

Dear Sir:

Referring to the proposed project in Baker County on FAS 507 out of Haines, I note that you are requesting 20 feet of 0-11 with 3-foot shoulders.

This is not particularly objectionable, however, we have tried to standardize on 2, 4, 8, or 10-foot shoulders for all projects.

I would suggest that these widths be used unless there is some very good reason for changing them.

Very truly yours,

H. G. Smith
Construction Engineer

By

Forrest Cooper
Ass't. Construction Engineer

FC:js

RECEIVED
NOV - 4 1953
[illegible]

FORREST L. HUBBARD, CIRCUIT JUDGE
GEORGE P. NEWTON, DIST. ATTORNEY
LLOYD REA, COUNTY JUDGE
R. M. PHIPPS, HUNTINGTON, ORE.
GILL C. WRIGHT, NEW BRIDGE, ORE.
COMMISSIONERS
GRANT A. YOUNG, COUNTY CLERK
FRED C. THOM, SHERIFF
UNNAR STEVENS, ASSESSOR PROTEM
MABEL C. RAGSDALE, TREASURER
MYRTLE E. LEE, SCHOOL SUPERINTENDENT
THAD P. BEATTY, CORONER
WALLACE MAXWELL, WATER MASTER

CIRCUIT COURT CONVENES FIRST MONDAY IN FEBRA, SECOND MONDAY IN JUNE, FIRST MONDAY IN NOVEMBER
COUNTY COURT CONVENES FIRST WEDNESDAY IN EACH MONTH
PROBATE COURT CONVENES FIRST MONDAY IN EACH MONTH

Baker County, Oregon
Baker, Oregon

October 15, 1953

FAS 507

NOTED
Harold [illegible]

Mr. John W. Cattrall
Engineer, County and City Relations
State Highway Department
Salem, Oregon

Dear John: Attention Mr. Hagemann:

As I told you on the phone, I talked with the city councill of Haines, regarding the project on FAS 507, our South Rock Creek road. They agreed to make application to the commission for a project from their city limits to U. S. 30. They were all of the opinion this would be best for them. I told them that it would be 1955 before the commission would be able to give them any consideration and they understand it that way. They also know, that their is a chance they would not get the project at all.

Therefore, the County Court will ask the commissionto start our project at the city limits of Haines and go as far as the money will allow.

Thanks again and with best regards to the staff.

Yours very truly,

Lloyd Rea

Lloyd Rea
County Judge

NOTED
J. F. HAGEMANN

RECEIVED
1953

Fas 507
Baker

CIRCUIT COURT CONVENES FIRST MONDAY IN FEBRUA ECOND MONDAY IN JUNE, FIRST MONDAY IN NOVEMBER
COUNTY COURT CONVENES FIRST WEDNESDAY IN EACH MONTH
PROBATE COURT CONVENES FIRST MONDAY IN EACH MONTH

FORREST L. HUBBARD, Circuit Judge
GEORGE P. NEWTON, District Attorney
LLOYD REA, County Judge
R. M. PHIPPS, Huntington, Ore.
GILL C. WRIGHT, New Bridge, Ore.
Commissioners
GRANT A. YOUNG, County Clerk
FRED C. THOM, Sheriff
UNNAR STEVENS, Assessor Protem
MABEL C. RAGSDALE, Treasurer
MYRTLE E. LEE, School Superintendent
THAD P. BEATTY, Coroner
WALLACE MAXWELL, Water Master

Baker County, Oregon
Baker, Oregon

October 12, 1953

Fil FAS 507

NOTED
J. F. HAGEMANN

Mr. John W. Cattrall
County-City Relations, Engineer
State Highway Department
Salem, Oregon

Attention Mr. Hagermann

Dear Mr. Cattrall:

I talked with the Mayor of Haines, Mr. Pullen, and they decided to hold a council meeting Tuesday, October 13th and decide their position on the South Rock Creek county road that enters Haines. Mr. Pullen thought maybe the city might want to make application under the fund set aside for the use of the cities, but he wanted to discuss it with the council. When they decide, I will let you know where the county wnts its project to start.

Best regards to all, I remain,

Yours very truly,

Lloyd Rea
Lloyd Rea
County Judge

RECEIVED
1953
ENGINEER
COUNTY-CITY RELATIONS

RFI-161(20) OP & ER Overcrossing 1954

#4198

RECEIVED
JUL 11 1955
FOR FILING

B-FI-15(2)

6

OREGON STATE HIGHWAY DEPARTMENT
(date)
July 5, 1955

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
4198	6-Final	The Central Heating Co. Oregon Ltd.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
13014	R-126054	$ 807.48	7/1/55

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: Oct. 31, 1954

Time Extensions: to Feb. 28, 1955 without penalty

Completion Date: Jan. 29, 1955

Date Accepted: March. 2, 1955

Penalties: None of record

Claims: None of record

Remarks:

Date: 7-5-55

To the Accounting Division:

Release of the above warrant is hereby authorized

HBGlaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: JUL 5 1955

Ruth Rawlings

B

RECEIVED
JUN 24 1955
FOR FILING

[illegible]
[illegible]

June 23, 1955

CERTIFIED MAIL

United Pacific Insurance Co.
Fidelity & Surety Department
Medical Arts Bldg.
Tacoma 1, Washington

Gentlemen:

State Highway Contract No. 4198 for construction of the O. P. & E. R. Overcrossing on the Pacific Highway in Lane County was completed by the contractor, The Central Heating Co., Oreg.Ltd., on January 29 and was formally accepted by the Highway Commission on March 2, 1955.

Final payment in the amount of $807.48 will be released to the contractor July 5, 1955. The total contract amount is $26,916.08 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

gl

RECEIVED
MAR 21 1955
FOR FILING

BP - [illegible]
[illegible]

March 18, 1955

United Pacific Insurance Co.
Medical Arts Bldg.
Tacoma, Washington

Gentlemen:

It is the intention of the State Highway Commission to release to The Central Heating Co.,Oreg.Ltd. a portion of the funds heretofore retained by the Commission on contract No. 4198, for construction of O. P. & E. Railroad Overcrossing on the Pacific Highway in Lane County.

This payment in the amount of $1,711.68 reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $807.48. The present payment will be released on or after March 28, 1955.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Siegenthaler & Stevenson Insurance Agency
16 East Broadway
Eugene, Oregon

NOTED ON CARD

RECEIVED
MAR 9 1955
FOR FILING

[illegible]
4112

COMMISSIONERS
[illegible], CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

9

March 8, 1955

The Central Heating Co. Oreg. Ltd.
865 Olive Street
Eugene, Oregon

Gentlemen:

The State Highway Commission at its meeting held on March 2 had under discussion your request for an extension of time from October 31, 1954 to February 28, 1955, within which to complete your contract No. 4198 covering construction of the [illegible] Railroad Overcrossing on the Pacific Highway in Lane County.

We are pleased to inform you that the State Highway Commission granted your request without penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Tom Edwards,
Division Engineer

W. A. Palmateer,
Resident Engineer

P. M. Stephenson,
Bridge Engineer

RECEIVED
FEB 9 1955
FOR FILING

February 8, 1955

Request for extension of time
No. 8
March 2 and 3 meeting.

Oregon State Highway Commission

Gentlemen:

Re: O. P. & E. Railroad Overcrossing
Contract No. 4198

The Central Heating Company, Oregon Ltd., contractor for the construction of the O. P. & E. Railroad Overcrossing on the Pacific Highway in Lane County, has requested an extension of time from October 31, 1954, to February 28, 1955, in which to complete this contract.

According to the specifications, this structure could not be started until the approach fills had been placed by the grading contractor. On account of this delay, the bridge contractor was not able to start working until October 11.

As the delay in starting this job is not the responsibility of the contractor, it is recommended that this extension of time be granted without penalty to the contractor. Attached is the concurrence of the Bureau of Public Roads in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

PMS/ds
Attached

RECEIVED

FOR FILING

[illegible]

4198

June 29, 1954

The Central Heating Co.,Oreg.Ltd.
865 Olive Street
Eugene, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4198, which was awarded to you on May 26 by the State Highway Commission, for constructing the O.P. & E. R. Overcrossing on the Pacific Highway in Lane County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
JUN 1 - 1954
FOR FILING

FP1-11(-1)

4-1

AGENDA
JUN 23 1954

3a-1 16

[illegible], 1954

[illegible] Co., [illegible]
[illegible] Olive Street
Eugene, Oregon

Gentlemen:

The State Highway Commission on [illegible] 11, 1954, accepted your proposal for construction of a reinforced concrete [illegible] viaduct over the [illegible] Pacific and Western Railway tracks on the Pacific Highway near Cottage Grove in Lane County for the sum of $[illegible] and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been satisfied. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This contract has been assigned Contract No. 41[illegible].

Contract papers are now being prepared and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Very truly yours

[illegible], Secretary
Oregon State Highway Commission

By

[illegible], Assistant Secretary

[illegible]:ad
cc - Mr. [illegible]
Mr. [illegible]
Mr. [illegible]
Mr. [illegible]
Mrs. [illegible]

E. R

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$
S
E

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206 10-51

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHIP RADIOGRAM	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
May 26, 1954
1:35 p.m.

The Central [illegible] Co., Oreg. Ltd.
265 Olive Street
Eugene, Oregon

Contract for SP and ER Overcrossing on Pacific Highway in Lane County for which you submitted the low bid on May 11 awarded you today. Contract forms follow shortly.

Floyd Query, Assistant Secretary
OREGON STATE HIGHWAY COMMISSION

CC: CONFIRMATION
Accounting (5001-900)
Files
C. W. Head

Very truly yours,

C. G. POLK
District Engineer

Original to Mr. J Paton

RECEIVED
MAY 27 1954
OREGON
STATE HIGHWAY COMMISSION

8

BFI-161(20)

4198

NOTE
W. C. WILLIAMS

May 26, 1954

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of way have been acquired for Oregon Project BFI-161 (20), Coast Fork Willamette River-Divide Section of the Pacific Highway (O.P. & E.R. Overcrossing), we hereby concur as of this date in award of contract to The Central Heating Co., Oregon Ltd., Eugene, Oregon, low bidder in the amount of $26,785 at the May 11, 1954 bid opening.

Very truly yours,

C. G. POLK
District Engineer

Original to Mr Paxson

RECEIVED
MAY 27 1954
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 14 1954
FOR FILING

EF1-1(1)

1198

EF 16(30)

May 13, 1954

Central Heating Company Oregon Limited
875 Olive Street
Eugene, Oregon

Gentlemen:

The State Highway Commission on May 11, 1954 accepted your bid in the amount of $26,785.00 for construction of the Oregon Pacific and Eastern Railway Overcrossing on the Pacific Highway near Cottage Grove in Lane County, which was the low bid received for that job. The Commission referred the bid to the Engineer with authority to award the contract to you as soon as certain conditions have been satisfied.

I enclose for your immediate information a copy of the proposal form pertaining to this job for use by you pending receipt of the contract and bond forms. Your attention is particularly called to the paragraphs on page 5 under the heading "Restriction on Commencement of Work".

Respectfully yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By

Floyd Query, Assistant Secretary

ehr

cc S. H. Probert
H. G. Smith
G. S. Paxson
R. G. Savage, SIAC

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

BFI-161(20)

4175

BFI-161(20)

April 26, 1954

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved P. S. and E. documents for Oregon Project BFI-161(20), Coast Fork Willamette River-Divide Section of the Pacific Highway. This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending notification that all rights of way or rights of entry have been acquired.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

RECEIVED
MAY 10 1954
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
[illegible] 1954
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

BFI-161(20)

4.38

March 16, 1954

R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Your February 11, 1954 request for individual project program change deleting Item 75, Project BFI-161(20), from the Bond-financed Federal-aid Primary Highway Program, Supplement No. 9 was approved by Acting Commissioner A. C. Clark Feb. 24, 1954. This letter will confirm for the record our previous verbal notification in this matter.

Very truly yours,

C. G. Polk
C. G. Polk
District Engineer

Copy to Mr. [illegible]

RECEIVED
MAR 17 1954
OREGON
STATE HIGHWAY COMMISSION

S-165(1) Hy-Line Road Sec., Hyline Co. 1954
Road
#4199

Form A-150—10M—12-54

NOTED
J. W. CATTRALL

INVOICE
Oregon State Highway Department
Salem, Oregon

NOTED
JONES

Contract 4199
2-165(1)

NOTED
HAGEMANN

Malheur County
Vale, Oregon

Attn: County Court

Invoice No.	41863
Date	October 14, 1955
Your Req. No.	
Billing Request No.	CC-135
Credit distribution:	523-1 52-297

Final billing for county share of total cost of [illegible] Road section, County FAS 572, covered by agreement dated May 6, 1954.

Original advance deposit	31,400.00	
Less: Amount previously transferred	25,000.00	
Balance advance deposit		6,400.00
County share total costs as per attached statement	26,825.61	
Less: Amount previously transferred	25,000.00	
Amount due		1,825.61
To be refunded		4,574.39

Lytle Boulevard project by this office.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:mm
Att.

NOTED
V. R. JONES

October 13, 1955

NOTED
Harold C. Ayers

Malheur County Court
Court House
Vale, Oregon

NOTED
J. W. CATTRALL

NOTED
J. F. HAGEMANN

Gentlemen:

Final costs on the HyLine Road section of FAS 572 are now available and it has been determined that the agreed county share of these costs is $26,825.61, as shown in the attached cost statement. As the county initially deposited $31,400 a refund of $4,574.39 will be made within the next seven to ten days. This refund will be by means of a check from our accounting division.

As the actual costs for this project are considerably less than the original estimate, Malheur County will have a total of approximately $146,000 (after canceling the Harper project) available for the Lytle Boulevard project. Twenty percent, or $29,200, of this $146,000 would be county funds. This figure of $146,000 supersedes the $134,000 formerly estimated to be available for the Lytle Boulevard project by this office.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:mm
Att.

ITEMIZED STATEMENT OF FINAL COSTS

OREGON STATE HIGHWAY DEPARTMENT

Contract No. [illegible] Date [illegible]

County Malheur

FAS 572 Section Hyline Road ([illegible])

PAYMENTS TO CONTRACTOR

Item	Unit	Unit Price	Total Qty.	Total Cost
1. Clearing & grubbing	l.s.	$[illegible]	[illegible]	$ 5,000.00
2. Struc. excav., unclass.	c.y.	2.[illegible]	[illegible]	[illegible],3[illegible]
3. Trench excav., unclass.	c.y.	2.00	[illegible],5[illegible].7	2,7[illegible]9.[illegible]
4. Gen. borrow excav., unclass.	c.y.	[illegible]	42,53[illegible].4	[illegible]1,[illegible]3.3[illegible]
Gen. excav., unclass.	c.y.	.23	22,[illegible].7	[illegible],[illegible]5.2[illegible]
Overhaul	yd. sta.	.[illegible]	3[illegible],457.4	[illegible],[illegible].79
[illegible] overhaul	[illegible] yd. sta.	.[illegible]	5[illegible].3	224.92
8. Truck haul on borrow	yd. mi.	.[illegible]2	13,[illegible]	1,[illegible]73.[illegible]
9. Finish R.B. & slopes	mile	[illegible].00	[illegible].3	3,9[illegible]
10. 12" perf. metal pipe	l.f.	2.7[illegible]	[illegible]4.[illegible]	38.[illegible]
11. [illegible]	l.f.	3.3[illegible]	[illegible]4.[illegible]	[illegible]82.[illegible]
12. [illegible]	l.f.	3.[illegible]		
13. 24	l.f.	[illegible]	5.[illegible]	48.[illegible]
14. [illegible]	l.f.	3.[illegible]	20.[illegible]	[illegible]
15. 36 siphon pipe	l.f.	[illegible]	[illegible]	[illegible]
16. 8	l.f.	4.7[illegible]	2[illegible]3	[illegible]3[illegible]
17. 12 concrete pipe	l.f.	[illegible].4[illegible]	[illegible],1[illegible]1	[illegible],[illegible]82.57
18. [illegible]	l.f.	2.45	[illegible]	2[illegible]3.[illegible]
19. 18	l.f.	2.82	[illegible]	[illegible],[illegible]5.48
20. 24	l.f.	3.71	2[illegible]	[illegible]
22. Concrete end basins	c.y.	7.[illegible]	20.[illegible]7	[illegible],[illegible]5.[illegible]
23. Coarse gravel in base	c.y.	[illegible].1[illegible]	2[illegible],7[illegible].1	[illegible]7,3[illegible].35
24. 3/4"-0" gravel in base & shldrs.	c.y.	2.[illegible]	[illegible],[illegible]08	[illegible]
25. Sprinkling	M.gal.	2.[illegible]	[illegible],25[illegible].	1[illegible],[illegible]4.2[illegible]
26. 3/4"-0" gravel in binder course	c.y.	3.8[illegible]	[illegible]	3,[illegible]32.[illegible]
27. Furnish & place aggregate	c.y.	3.8[illegible]	4,[illegible]	5,[illegible]
MC-3 asph.	ton	43.[illegible]	[illegible]11.3	[illegible],372.6[illegible]
28. RC-250 asph.	ton	4[illegible]	2[illegible]3.[illegible]	13,2[illegible].4[illegible]
29. [illegible] asph.	ton	47.[illegible]	8[illegible].[illegible]2	4,1[illegible]
30.	l.f.	[illegible].7[illegible]	1[illegible]	[illegible]13.[illegible]
PA #1 8" irrigation pipe	l.f.	[illegible].40	39	[illegible]4.[illegible]
15	each	1.00	[illegible]	8.00
Valve	each	[illegible]	[illegible]	20.00
Valve	each	3[illegible].[illegible]	[illegible]	32.00
PA #2 Furn. & install [illegible] steel gate	each	3.73	[illegible]	13.93
[illegible] slide gate	each	[illegible].2[illegible]	[illegible]	[illegible]
[illegible] backer	l.f.	2.[illegible]	31	62.[illegible]
PA #3 Salvage culvert pipe	l.f.	[illegible]	242	232.32
PA #4 Furn. & install 6" perf. drain pipe Gravel backfill	c.y.	[illegible].75	8.	[illegible]48.79
PA #5 Purchase excess 3/4"-0" crushed rock in stockpile	c.y.	1.5[illegible]	1,023.7	1,53[illegible]
SP. Screen rejects to road	c.y.	[illegible].25	245	[illegible].42

SUBTOTAL.... $13[illegible],[illegible]04.17

Sheet 2

OREGON STATE HIGHWAY DEPARTMENT

ITEMIZED STATEMENT OF FINAL COSTS

County Malheur Contract No. 4199 Date 10/12/55

FAS 572 Section Hyline Road (Completed 11/29/54)

PAYMENTS TO CONTRACTOR

Item	Unit	Unit Price	Total Qty.	Total Cost
			SUBTOTAL	$130,98[illegible].17
Transfer of rock purchased under FA #5			Cr.	1,535.55
Construction engineering				[illegible],5[illegible]1.60
TOTAL CONSTRUCTION COSTS				$139,0[illegible]0.22
FEDERAL FUNDS COLLECTED FOR PROJECT				85,395.00

AGREED COUNTY SHARE TOTAL COSTS
50% of difference between total costs and Federal funds:
($139,0[illegible]0.22 - $85,395.00) x 1/2 = $2[illegible],8[illegible].6[illegible]

County's Advance Deposit -	$3[illegible],[illegible].00
Less County Share Total Costs -	[illegible]
REFUND DUE MALHEUR COUNTY -	$ 4,574.39

S-165 (1)
4199

OREGON STATE HIGHWAY DEPARTMENT
(date)
May 19, 1955

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
4199	6-Final	C. E. Lesseberg	
(VOUCHER NO.)	**(WARRANT NO.)**	**(AMOUNT)**	**(DATE)**
9768	R-122850	$ 3,978.41	5/18/55

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: **Sept. 15, 1954**

Time Extensions: **to Nov. 1, 1954 without penalty**

Completion Date: **Oct. 29, 1954**

Date Accepted: **May 25, 1955**

Penalties: **None of record**

Claims: **None of record**

Remarks:

Date: 6-1-55

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: JUN 1 1955

Ruth Rawlings

NOTED ON CARD

MAY 10 1955
FOR FILING

REGISTERED MAIL May 10, 1955

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Gentlemen:

State Highway Contract No. 4199 for grading and surfacing on the Hy-Line Road Section of the Hy-Line Road in Malheur County was completed by the contractor, C. E. Leseberg, on October 29, 1954 but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $3,978.41 will be released to the contractor after acceptance by the Commission. The total contract amount is $130,984.17 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for suchclaims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

gl

Secretary

NOTED ON CARD

CARD

RECEIVED
APR 11 1955
FOR FILING

2-165(1)
4199

April 8, 1955

REGISTERED MAIL

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Dear Sir:

The State Highway Commission is prepared to release semi-final payment to C. E. Leseberg on contract No. 4199, for grading and surfacing on the Hy-Line Road Section of the Hy-Line Road in Malheur County.

This payment, in the amount of $3,016.21, will be released to the contractor on or after April 18, 1955. The retained percentage is $3,928.01.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD
gl

RECEIVED
DEC 17 1954
FOR FILING

S-165(1)

December 1[illegible], 1954

Mr. C. L. Lesseberg
201 Reece Ave.
Nyssa, Oregon

Dear Sir:

The State Highway Commission, at its meeting held on December 7, had under discussion your request for an extension of time from September 1[illegible], 1954 to November 1, 195[illegible] within which to complete your contract No. 4199, for grading and surfacing on the By-Line Road Section of the By-Line Road in Malheur County.

We are pleased to inform you that the State Highway Commission granted your request without penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: [illegible] arson,
Division Engineer

[illegible] C. Johnson,
Resident Engineer

H. G. Smith,
Construction Engineer

RECEIVED
NOV 23 1954
FOR FILING

5-165(1)
4199

November 22, 1954

Request for extension of time
No. 15
December 7 and 8 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from C. W. Lassberg for an extension of time on the Hy-Line Road Contract No. 4199, from September 15, 1954 to November 1, 1954.

This contract is through a farming area and the contractor was unable to finish the shoulders until the borrow pits had dried up. All oiling was completed by September 15, and the only work thereafter was completing the shoulders and the final cleanup.

I recommend that the extension be granted without penalty, and Mr. C. G. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

EAP: me
Encl.

cc Mr. H. G. Smith

NOTED
V. B. JONES

November 15, 1954

NOTED
J. W. CATTRALL

Honorable G. Y. Chester
Malheur County Judge
Vale, Oregon

NOTED
Harold C. Ayers

Dear Sir:

This is to advise you that work on Contract No. 4199, Hy-Line Road Section, FAS 572, in Malheur County was completed on October 29, 1954.

Under the terms of the maintenance agreement signed by the County Court on April 27, 1954, and by the Highway Commission on May 6, 1954, the County assumed maintenance of and continued jurisdiction over the above project as of the date of completion.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

NOTED
J. F. HAGEMANN

John W. Cattrall
Engineer, County and City Relations

JDG:mm

RECEIVED
NOV 8 1954
FOR FILING

S-16 (1)

4199

November 4, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the Hy-Line Road Contract No. 4199, Oregon S-165 (1), from September 15, 1954 to October 29, 1954, to C. E. Lessberg, contractor.

This contract was through a farming area and the contractor was unable to finish the shoulders until the borrow pits had dried up. All oiling was completed by September 15th, and the only work to be done was in completing of the shoulders and final clean up.

I recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

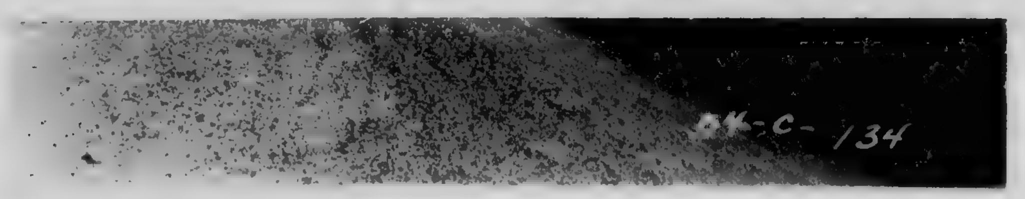
cc to: H. G. Smith

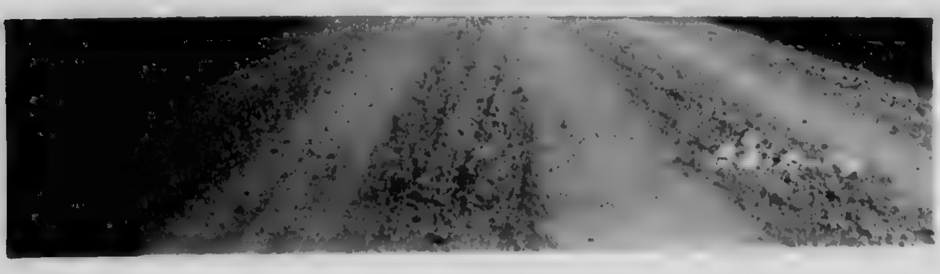
1953 + 1954

FAS 572 County Malheur Contract No. 4199

Section

Location





4 1954

FAS

Sect

Loca

54-C-134

4-1954

FAS

Sect

Loca

+ 1957

FAS

Sec

Loc

[illegible]

[illegible]

RECEIVED
NOV 8 1954
FOR FILING

S-165(1)
4199

November 4, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on October 29, 1954, on Contract No. 4199, Hy-Line Road Section, in Malheur County, in connection with Federal Aid Project No. S-165 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DMP:la

cc: John Cattrall

Form PR 9 (Revised 1950)

1403

State Oregon

Project No. S-165(1)

Federal Aid Secondary

U. S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 8th day of October, 1954, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 2nd day of April, 1954, a program, which was approved on the 21st day of April, 1954, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were ~~recommended for approval~~ approved by the District Engineer of the Bureau of Public Roads on the 23rd day of April, 1954; and

Whereas the ~~Division~~ District Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of ninety-five thousand, one hundred and 00/100 dollars ($95,100.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

1413

Form PR 9 (Revised 1950)

State Oregon

Project No. S-165(1)

Federal Aid Secondary

U. S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 8th day of October, 1954, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 2nd day of April, 1954, a program, which was approved on the 21st day of April, 1954, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were ~~recommended for approval~~ approved by the District Engineer of the Bureau of Public Roads on the 23rd day of April, 1954; and

Whereas the ~~Division~~ District Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of ninety-five thousand, one hundred and 00/100 dollars ($95,100.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources Cash deposited by Malheur County with the Highway Department.
(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 0+12 on the north and south midline of Section 16, T. 16 S., R. 47 E., W.M., and survey station 376+54.86 in the SW 1/4, Section 16, T. 17 S., R. 47 E., W.M., without exception,

, length 7.129 miles, in Malheur County, being Oregon Federal Aid / Secondary project No. S-165(1), consisting of 7.129 miles of roadway and no bridges, ~~[illegible]~~ of more than 20 feet clear span, ~~[illegible]~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of ninety-five thousand, one hundred and 00/100 dollars ($95,100.00), which does not exceed the authorized Federal pro rata share of one hundred fifty-three thousand, five hundred thirteen and 10/100 dollars ($153,513.10), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Bureau of Public Roads shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. **112.**

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest
SECRETARY

RECOMMENDED FOR APPROVAL:
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Ben R Chandler
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By
Acting *Division Engineer,*
Bureau of Public Roads.

A4.62

U. S. GOVERNMENT PRINTING OFFICE 16—11379-5

RECEIVED
OCT 13 1954
OREGON DIS R.

RECEIVED
OCT 7 1954
DIVISION 8

AUG 30 1954

Oregon State Highway Department

Federal Aid Secondary
Project No. S-165 (1)

BY-LINE ROAD SECTION

OF THE BY-LINE ROAD IN MALHEUR COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, Aug. 4, 1954

Type Code 5231
Roadway (Sta. 0+12 to Sta. 176+54.86)(Contract No. 4199)

All Required		Clearing and Grubbing		$ 5,000.00
270	cu. yd.	Structural Excavation, Unclassified	2.00	540.00
1,050	cu. yd.	Trench Excavation, Unclassified	2.00	2,100.00
51,700	cu. yd.	Special Borrow Excavation, Unclassified	0.28	14,476.00
33,000	cu. yd.	General Excavation, Unclassified	0.23	7,590.00
95,000	yd. sta.	Short Overhaul	0.02	1,900.00
1,450	C-yd. Sta.	Long Overhaul	0.40	580.00
75,600	yd. mi.	Truck Haul on Borrow	0.12	9,072.00
7.13	miles	Finishing Roadbed and Slopes	500.00	3,565.00
16	lin. ft.	12-inch Corrugated Metal Pipe	2.75	44.00
240	lin. ft.	15-inch Corrugated Metal Pipe	3.00	720.00
30	lin. ft.	18-inch Corrugated Metal Pipe	3.75	112.50
80	lin. ft.	24-inch Corrugated Metal Pipe	6.00	480.00
30	lin. ft.	30-inch Corrugated Metal Pipe	8.00	240.00
12	lin. ft.	36-inch Corrugated Metal Pipe	12.00	144.00
190	lin. ft.	18-inch Corrugated Metal Siphon Pipe	4.50	855.00
1,050	lin. ft.	12-inch Concrete Pipe	1.47	1,543.50
42	lin. ft.	15-inch Concrete Pipe	2.48	104.16
350	lin. ft.	18-inch Concrete Pipe	2.92	1,022.00
40	lin. ft.	24-inch Concrete Pipe	3.71	148.40
10	lin. ft.	30-inch Concrete Pipe	6.28	62.80
18	cu. yd.	Concrete End Basins	75.00	1,350.00
30,800	cu. yd.	Coarse Gravel in Base	0.75	23,100.00
8,900	cu. yd.	3/4" - 0 Gravel in Base and Shoulders	2.00	17,800.00
840	M-gal.	Sprinkling	2.00	1,680.00
900	cu. yd.	3/4" - 0 Gravel in Binder Course	3.80	3,420.00
4,320	cu. yd.	Furnishing and Placing Aggregates	3.80	16,416.00
140	tons	Furnishing and Placing RC-3 Asphalt	48.00	6,720.00
310	tons	Furnishing and Placing 150-200 Asphalt	46.00	14,260.00
96	tons	Furnishing and Placing RS-1 Asphalt	47.00	4,512.00
		Subtotal		$139,557.36
		10% Engr. & Cont.		13,955.74
		Total		$153,513.10

Length of Roadway	7.129 miles
Cost of Roadway per mile	$21,533.60

Federal Funds	$ 95,100.00
State Funds	29,206.55
County Funds	29,206.55
	$153,513.10

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, Laws 1929; Chap. 529, Laws 1939.
Funds for Maintenance: Chap. 529, Laws 1939.

Note: Cash has been deposited by Malheur County with the Highway Department.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-165 (1)

HY-LINE ROAD SECTION

OF THE HY-LINE ROAD IN MALHEUR COUNTY

(Estimate to accompany plans and specifications; not as a basis for project agreement.)

Salem, Oregon; April 15, 1954

Type Code 5231
Roadway (Sta. 0+12 to Sta. 376+54.36)

All Required		Clearing and Grubbing		$ 2,500.00
270	cu. yds.	Structural Excavation, Unclassified	$ 2.50	675.00
1,050	cu. yds.	Trench Excavation, Unclassified	2.00	2,100.00
51,700	cu. yds.	Special Borrow Excavation, Unclassified	0.30	15,510.00
33,000	cu. yds.	General Excavation, Unclassified	0.30	9,900.00
95,000	yd. sta.	Short Overhaul	0.015	1,425.00
1,450	C-yd. sta.	Long Overhaul	0.50	725.00
75,600	yd. mi.	Truck Haul on Borrow	0.15	11,340.00
7.13	mi.	Finishing Roadbed and Slopes	400.00	2,852.00
16	lin. ft.	12-inch Corrugated Metal Pipe	4.00	64.00
240	lin. ft.	15-inch Corrugated Metal Pipe	4.00	960.00
30	lin. ft.	18-inch Corrugated Metal Pipe	4.50	135.00
80	lin. ft.	24-inch Corrugated Metal Pipe	6.50	520.00
30	lin. ft.	30-inch Corrugated Metal Pipe	9.00	270.00
12	lin. ft.	36-inch Corrugated Metal Pipe	15.00	180.00
190	lin. ft.	18-inch Corrugated Metal Siphon Pipe	6.00	1,140.00
1,050	lin. ft.	12-inch Concrete Pipe	2.00	2,100.00
42	lin. ft.	15-inch Concrete Pipe	2.50	105.00
350	lin. ft.	18-inch Concrete Pipe	3.25	1,137.50
40	lin. ft.	24-inch Concrete Pipe	4.75	190.00
10	lin. ft.	30-inch Concrete Pipe	7.00	70.00
18	cu. yds.	Concrete End Basins	65.00	1,170.00
30,800	cu. yds.	Coarse Gravel in Base	0.80	24,640.00
8,900	cu. yds.	3/4" - 0 Gravel in Base and Shoulders	2.50	22,250.00
840	M-gals.	Sprinkling	2.50	2,100.00
900	cu. yds.	3/4" - 0 Gravel in Binder Course	3.50	3,150.00
4,320	cu. yds.	Furnishing and Placing Aggregates	3.50	15,120.00
140	tons	Furnishing and Placing RC-3 Asphalt	47.00	6,580.00
310	tons	Furnishing and Placing 150-200 Asphalt	45.00	13,950.00
96	tons	Furnishing and Placing RS-1 Asphalt	47.00	4,512.00
		Subtotal		$147,370.50
		10% Engr. & Cont.		14,737.05
		Total		$162,107.55

GON rt

Length of Roadway	7.129 Miles
Cost of Roadway per Mile	$22,739.17

Federal Funds	$ 99,000.00
State Funds	31,553.77
County Funds	31,553.78
	$162,107.55

Form E-1—10M—7-50

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

9-16-17

For Week Ending September 17, 1954

Section Hy-Line Road

Kind of work Grading and Oil Mat Surface

Highway Hy-Line County Road

Section prefix 523-1052

Contractor C. F. Leseberg

Contract number 4109

Date of contract June 1, 1954

Date of completion September 15, 1954

Date work started June 1, 1954

Estimated date of completion October 30, 1954

Amount of contract $139,557.36

Per cent of time elapsed 104 %

Estimated cost of completed project, exclusive of engineering $140,000.00

Per cent of contract completed, based on total contract price 96 %

Engineering cost to date $8400, 76 %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The O-11 Oil mat on this project was completed on Thursday the 16th of September Rain during the A.M. closed down operations for that day.

Some work on Road approaches and finishing of slopes remains to be done. Work on approaches should be completed during the coming week, However the contractor wants to do slope finishing after irrigation season.

112 of 108 days

NOTED
H. G. SMITH

NOTED
FORREST COOPER

RECEIVED
1954

Signed L. C. Johnson

Address Box 40[illegible], Ontario, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	7.12	7.12		7.12	
Miles partially completed					
Miles completed	7.12	7.12		7.12	
Total estimated quantities	84, 700	39, 700		5220 c.y 546 tons	
Estimated quantities moved or placed to date	75, 000	32, 000		5130 c.y 489.95 tons	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders 2, Rollers 2, Mixers ...., Crushing or screening plants 1

Compressors ...., Bulldozers ...., Sheep-foot rollers 2 trucks, one distributor . . . ., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	"		
Tuesday	"		
Wednesday	Rain	Day	Rain
Thursday	Part cloudy		
Friday	Clear		
Saturday	Clear		

State Printing Dept. 41608

A. R. Goodell, Commissioner
Rt. 1, Nyssa, Oregon

G. A. Masterson, Commissioner
Westfall, Oregon

COUNTY COURT
Of Malheur County, Oregon
~~S. STANTON, County Judge~~

VALE, OREGON

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FOR FILING
3 11 2(1)
41 11

July 15, 1954

NOTED
W. C. WILLIAMS

Oregon State Highway Department,
Salem, Oregon

Dear Sirs:-

We received your letter, of the 12th. And I wish to state that we had a meeting of the Court, yesterday, And we agreed to go with you on the Arock road.

And we do wish that you would send some one to investigate this road with us.

Yours very truly,
G. Y. Chester
county judge
G. Y. Chester

RECEIVED
JUL 16 1954
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

June 30, 1954

Honorable G. Y. Chester
County Judge of Malheur County
Vale, Oregon

Dear Judge Chester:

Replying to your letter of June 23, I must advise you that there is no balance of federal-aid secondary highway funds that can be turned over to Malheur County. Malheur County's funds for the current year are in approximate balance as to the amount of authorization for the High Line Road project as compared with the County's 1954-1955 FAS quota of $156,000.

On or about the first of the year when new secondary funds are allocated, Malheur County will have an amount somewhat in excess of the $156,000 available for the next biennium. However, the Arock road, to which you refer, is not on the federal-aid secondary system, and such funds could not be used on that road.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me hi
cc Mr. W. C. Williams

A. F. Goodell, Commissioner
Rt. 1, Nyssa, Oregon

G. A. Masterson, Commissioner
Westfall, Oregon

COUNTY COURT

Of Malheur County, Oregon
~~STANTON, County Judge~~
VALE, OREGON

157.000 Cont. auth.
156.000 available.

June 23, 1954

Oregon State Highway Department
Salem, Oregon

Gentlemen:-

I am writing this letter, asking if Malheur County could have the difference between the $185.000.00 and the bid that the contract was let for on the High Line Road?

We have a road from Arock out to the Highway that is just to mutch for Malheur County.

But as short, as we are I beliele we would try and rais enough money to build this Road, if we could get match money to help us,

This road is about 3½ miles, and not a expensive road to build.

If there is any chance at all Please O Please have one of your men call on me, and I will go night or day and show this road,
This road is realy tough.

Yours very truly
G. Y. Chester
County Judge
G. Y. Chester

NOTED
W. C. WILLIAMS

RECEIVED
JUN 24 1954
OREGON
STATE HIGHWAY COMMISSION

REFERRED TO
BY SECRETARY

RECEIVED
FOR FILING

2-1-(1)

4177

June 29, 1954

Mr. C. E. Lesseberg
201 Reece Street
Nyssa, Oregon

Dear Sir:

We enclose herewith for your files two fully executed copies of contracts awarded to you by the State Highway Commission, as follows:

Contract No. 4170, for rock production on the Buchanan-Vale Section of the Central Oregon and Vale-West Highways in Malheur and Harney Counties, awarded May 11, 1954.

Contract No. 4199, for grading and surfacing on the Hy-Line Road Section of the Hy-Line Road in Malheur County, awarded June 1, 1954.

Copies of these contracts are also being sent to the surety on your performance bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls.

RECEIVED
JUN 16 1954
FOR FILING

S-165-(1)

4199

June 16, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on June 1, 1954 on Contract No. 4199, Hy-Line Road Section in Malheur County, in connection with Federal Aid Project No. S-165 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

GBP:eh

Form A-180 10M 3-54

FAS 572
Malheur Co

NOTED
V. R. JONES

INVOICE
Oregon State Highway Department
Salem, Oregon

Invoice No. 33901

Date June 4, 1954

Your Req. No.

Billing Request No. CC 90

Credit distribution: 523-1052-297

Malheur County
Vale, Oregon

Attn: County Court

NOTED
Harold C. Ayers

Advance Deposits	31,400.00
Hy-Line County FAS project in Malheur County covered by agreement dated May 6, 1954. Partial transfer of county's share of total costs.	25,000.00
To be retained	$ 6,400.00

RECEIVED
[illegible] 1954

~~ACKNOWLEDGMENT~~ OF BILLING REQUEST

Cash Received with Request: $

By

R. H. Baldock
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM

NOTED
V. R. JONES

June 3, 1954

Honorable G. Y. Chester
Malheur County Judge
Court House
Vale, Oregon

NOTED
Harold C. Ayers

Dear Judge:

This is to acknowledge receipt of an advance deposit in the amount of $31,400 in connection with the Hy-Line section of FAS 572 in Malheur County.

Contract No. 4199 was awarded on June 1st to Mr. C. E. Leseberg. A copy of the contract is being forwarded under separate cover for your information and records.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM

Salem, Oregon
June 1, 1954

W. C. Williams
OFFICE

NOTED
Harold C. Ayers

We have received this date an advance deposit of $31,400 from Malheur County in connection with the Hy-Line Section of FAS 572. The deposit was accompanied by a letter certifying that all right-of-way had been obtained and this project is now clear for award of a contract.

John F. Hagemann
Ass't. Engr., County and City Relations

cc: S.H. Probert

NOTED
J.F. HAGEMANN

H. S. SACKETT, Clerk

OFFICE OF
COUNTY CLERK, MALHEUR COUNTY
VALE, OREGON

NOTED
V. R. JONES

NOTED
J. F. HAGEMANN

RECEIVED
JUN 08 1954
ENGINEER
COUNTY & CITY RELATIONS

NOTED
Harold C. Ayers

May 24, 1954

Oregon State Highway Department
Sale, Oregon

Dear Sirs:

The Malheur County Court has made suitable provisions to acquire deeds of all right of ways pertaining to Hy-Line Road Section of FAS 572.

Enclosed is a check for the sum of Thirty-one Thousand Four Hundred and NO/100 ($31,400.00) from the Malheur County Court for the advance payment.

ee to initial
advance

Yours Truly

RECEIVED
JUN 1 1954
OREGON
STATE HIGHWAY COMMISSION

G. J. Chester County Judge
H. E. Hammack Comm.

Bid Items	$139,557.36
Additional Anticipated Item	
Metal Slide Gate	50.00
12-1/2% Engineering and Contingencies	17,450.92
Estimated Total Cost....	$157,058.28
County Advance Deposit (20% of Estimated Total Cost)	$ 31,400.00

Please make this deposit by means of a warrant or check in the amount of $31,400 payable to the Oregon State Highway Commission, forwarding same to this office. Upon receipt of said deposit and written notification that all right of way has been acquired, a contract will be awarded.

Very truly yours,

R. H. Baldock
State Highway Engineer

NOTED
J. F. HAGEMANN

By

John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM

NOTED
V. R. JONES

May 13, 1954

Malheur County Court
Court House
Vale, Oregon

NOTED
Harold C. Ayers

Gentlemen:

On May 11th the Highway Commission received a satisfactory bid from C. E. Leseburg of Nyssa for the construction of the Hy-Line Road Section of FAS 572. As per the agreement between the State and County, an advance deposit based on the low bid is required from the County. The amount of this deposit is as follows:

Bid Items	$139,557.36
Additional Anticipated Item	
Metal Slide Gate	50.00
12-1/2% Engineering and Contingencies	17,450.92
Estimated Total Cost....	$157,058.28
County Advance Deposit (20% of Estimated Total Cost)	$ 31,400.00

Please make this deposit by means of a warrant or check in the amount of $31,400 payable to the Oregon State Highway Commission, forwarding same to this office. Upon receipt of said deposit and written notification that all right of way has been acquired, a contract will be awarded.

Very truly yours,

R. H. Baldock
State Highway Engineer

NOTED
J. F. HAGEMANN

By

John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM

RECEIVED
FOR FILING

AGENDA
JUN 23 1954
3a-17

June 1, 1954

Mr. C. E. Leseberg
201 Reece Avenue
Nyssa, Oregon

Dear Mr. Leseberg:

The State Highway Commission on May 11, 1954 accepted your proposal for grading and oiling the Hy-Line Road Section of the Hy-Line County Road between the Weiser and Payette Spurs north of Ontario in Malheur County for the sum of $139,557.36 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been satisfied. This note is to inform you that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 4199.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By
Floyd Query, Assistant Secretary

jmc

cc: R. G. Savage (S. I. A. C.)
H. G. Smith
S. H. Probert
Goldie Lewis

ESTIC SERVICE
class of service desired; otherwise this message will be sent as a full rate telegram

- FULL RATE TELEGRAM ☐
- DAY LETTER ☐
- NIGHT LETTER ☐

$
S
E

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206 10-51

INTERNATIONAL SERVICE
Check the class of service desired; otherwise the message will be sent at the full rate

- FULL RATE ☐
- LETTER TELEGRAM ☐
- SHIP RADIOGRAM ☐

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
June 1, 1954
2:38 p. m.

C. E. Lesseberg
201 Reece Ave.
Nyssa, Oregon

Contract for grading and oiling Hy Line Road section of Hy-Line County Road in Malheur County for which you submitted low bid on May 11, 1954 awarded you today. Contract forms follow shortly.

Floyd Query, Assistant Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Files

By

W. C. Williams
Deputy State Highway Engineer

SHP:gs

RECEIVED
JUN [illegible] 1954
FOR FILING

9-11-11

4177

June 1, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for grading and oiling work on the Hy-Line Road Section of the Hy-Line County Road in Malheur County, Project S-165 (1), to C. E. Leseberg of Nyssa, Oregon, on the basis of the bid of $139,557.36 submitted on May 11, 1954.

All rights of entry required for this contract are acquired.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

SHP:gs

FOR FILING
S-165(1)
4199

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 1, 1954

SUBJECT:

To: W. C. Williams
OFFICE

NOTED
W. C. WILLIAMS

We have received this date an advance deposit of $31,400 from Malheur County in connection with the Hy-Line Section of FAS 572. The deposit was accompanied by a letter certifying that all right-of-way had been obtained and this project is now clear for award of a contract.

John F. Hagemann
John F. Hagemann
Ass't. Engr., County and City Relations

cc: S.H. Probert

RECEIVED
JUN 1 1954
[illegible]

File ✓

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

-165(1)

4199

June 1, 1954

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired for Oregon Project S-165(1), Hy-Line Road Section in Malheur County, we hereby concur as of this date in award of contract to C. E. Leseburg of Nyssa, Oregon, low bidder in the amount of $139,557.36 at the May 11, 1954 bid opening.

Very truly yours,

C G Polk

C. G. POLK
DistrictEngineer

RECEIVED
JUN 2 1954
OREGON
STATE HIGHWAY COMMISSION

NOTED
V. R. JONES

NOTED
Harold C. Ayers

May 17, 1954

Mr. C. G. Polk, District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Mr. Polk:

Attached are three copies each of a maintenance agreement and encroachment resolution covering the Hy-Line Section of the Hy-Line Road, Oregon Project No. S-165(1), FAS 572, in Malheur County.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

JDG:MM
Att.

File

RECEIVED
FOR FILING

S-165(1)

4199

S-165(1)

Salem, Oregon
May 14, 1954

Mr. John W. Cattrall
City & County Relations Dept.
Office

Attached are four certified copies of a Maintenance Agreement and one conformed copy of a Finance Agreement with Malheur County covering the Hy-Line Section County FAS project in Malheur County.

The original of each of the above agreements has been retained in this office for the Commission's files and one fully executed copy of each has been sent to the County Court of Malheur County.

Very truly yours

Assistant Secretary

rm
Attach: 5

FORM E-30 35M 9-51 52315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 3, 1954

SUBJECT: FAS 572, Malheur County
Hy-Line Section

To: Mr. W. C. Williams
OFFICE

REFERRED TO
Query
BY DEPUTY STATE HIGHWAY ENGINEER

Enclosed are three copies of a finance agreement covering the Hy-Line Section County FAS project in Malheur County. Two copies of the agreement have been executed by the proper county officials and are now ready for presentation to the Highway Commission.

Also enclosed are six copies of a maintenance agreement covering the Hy-Line Section project. After signature by the Highway Commission, please return four either certified true or fully executed copies to this office for transmittal to the B.P.R.

Both agreements require your signature of approval.

The Hy-Line Section project was approved by the Highway Commission on September 24, 1953.

John W. Cattrall
Engineer, County and City Relations

By John D. Graham

John D. Graham
Office Engineer

JDG:MM
Encl.

AUTHORIZED BY HIGHWAY COMMISSION
DATE 9-24-53 Minute Page 55
Floyd Query
Ass't Secretary

RECEIVED
MAY 17 1954
FOR FILING

S-145(1)

4199

S-145(1)

May 14, 1954

County Court of Malheur County
Court House
Vale, Oregon

Gentlemen:

We are enclosing herewith for the records and files of Malheur County one fully executed copy each of a Finance Agreement and Maintenance Agreement between the State Highway Commission and Malheur County covering the Hy-Line Section County FAS project in Malheur County.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By
Floyd Query, Assistant Secretary

rn
Enc. 2

RECEIVED
MAY 14 1954
FOR FILING

S-165(1)

4199

S-165(1)

May 13, 1954

C. E. Leseberg
201 Reece Avenue
Nyssa, Oregon

Gentlemen:

The State Highway Commission on May 11, 1954 accepted your bid in the amount of $139,557.36 for grading and oiling the Hy-Line Road Section of the Hy-Line County Road between the Weiser and Payette Spurs north of Ontario in Malheur County, which was the low bid received for that job. The Commission referred the bid to the Engineer with authority to award the contract to you as soon as certain conditions have been satisfied.

I enclose for your immediate information a copy of the proposal form pertaining to this job for use by you pending receipt of the contract and bond forms. Your attention is particularly called to the paragraphs on page 5 under the heading "Restriction on Commencement of Work".

Respectfully yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By

Floyd Query, Assistant Secretary

ehr

cc S. H. Probert
H. G. Smith
R. G. Savage, SIAC

NOTED
Harold C. Ayers

May 4, 1954

FAS 572, Malheur County

Honorable G. Y. Chester
Malheur County Judge
Court House
Vale, Oregon

NOTED
V. R. JONES

Dear Judge:

We are returning the original copy of the encroachment resolution adopted by Malheur County in connection with the Hy-Line Road FAS project. This original is for the County's records.

After signature by the Highway Commission a fully executed copy of each agreement in connection with this project will also be returned for your records.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM
Encl.

J. F. HAGEMANN

NOTED
V. R. JONES

Salem, Oregon
May 3, 1954

FAS 572, Malheur County
Hy-Line Section

Mr. W. C. Williams
OFFICE

NOTED
Harold C. A[illegible]s

Enclosed are three copies of a finance agreement covering the Hy-Line Section County FAS project in Malheur County. Two copies of the agreement have been executed by the proper county officials and are now ready for presentation to the Highway Commission.

Also enclosed are six copies of a maintenance agreement covering the Hy-Line Section project. After signature by the Highway Commission, please return four either certified true or fully executed copies to this office for transmittal to the B.P.R.

Both agreements require your signature of approval.

The Hy-Line Section project was approved by the Highway Commission on September 24, 1953.

John W. Cattrall
Engineer, County and City Relations

By

John D. Graham
Office Engineer

JDG:MM
Encl.

NOTED
J. F. HAGEMANN

NOTED
V. R. JONES

NOTED
Harold C. Ayers

April 29, 1954

FAS 572
Hy-Line Road

Honorable G. Y. Chester
Malheur County Judge
Court House
Vale, Oregon

Dear Judge Chester:

I am enclosing all copies of the agreements and resolution in connection with the Hy-Line Road, as the Clerk omitted placing the county seal when he attested these documents. Please have him place the seal on all documents and return same as soon as possible. All copies of the agreements and resolution, properly attested, should be in our hands no later than May 5th.

In order to award a contract we must have in our hands prior to May 11th either copies of the deeds or options or a letter signed by the County Court certifying that all right of way has been obtained.

You are correct in your understanding that if the low bid plus 12-1/2% for engineering and contingencies exceeds $183,000 the bid will be rejected as too high.

Very truly yours,

R. H. Baldock
State Highway Engineer

N
J. F. HAC

By

John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM
Encl.

A. F. Goodell, Commissioner
Rt. 1, Nyssa, Oregon

G. A. Masterson, Commissioner
Westfall, Oregon

COUNTY COURT
Of Malheur County, Oregon
~~XX STANTON, County Judge~~
VALE, OREGON

April 28, 1954

John F. Hagemann
Salem, Oregon

Dear John:-

Enclosed please find the papers , I am working on the deeds and lands that you have requested for right of ways,

And I have ever ones promise to go along with us, Some of these lands are under contract and it will take some time to get the deeds.

The only one we are holding out on is the Mosso ,corned we sure do not wan't to give him any part of $200.00, But the court said that if there is no other way out we will pay.

Now it is our understanding that if you do not get a bid for a $183.000.00 or less, You will reject all bids. Is this corect?

We do hope every thing is O.K. and you get the road built.

Yours very truly
Malheur county court.
by G. Y. Chester
Judge

RECEIVED
APR 29 1954
ENGINEER
[illegible]

RECEIVED
~~FOR FILING~~
File
5-16-[illegible]
OREGON DISTRICT
4197

Mr Trabert

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

April 26, 1954

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Re: Oregon Project FAS 165
Hy-Line Road, Malheur County

Dear Sir:

The sketch map, subject project, dated April 1954 is approved today.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

RECEIVED
APR 27 1954
OREGON
STATE HIGHWAY COMMISSION

File

FORM E-30 25M 9-51 93215

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

NOTED
V. R. JONES

La Grande, Oregon
April 23, 1954

SUBJECT:

NOTED
Harold C. Ayers

To:

Mr. John W. Cattrall
County & City Relations Engineer
Salem, Oregon

Attention: John F. Hagemann

Dear Mr. Hagemann:

We are in receipt of the attached letter from County Judge Chester of Malheur County.

The Judge advises in this letter that he has contacted each land owner on the Hy-Line Road, and there will be no trouble in getting easement.

You may wish something a little more definite than this. If so, will you kindly inform the County Judge.

Very truly yours,

A. F. Parson
Division Engineer

by C D Cannon
C. D. Cannon
Office Engineer

CDC:fd

NOTED
J. F. HAGEMANN

RECEIVED
APR 2 6 1954
ENGINEER
COU[illegible] RELATIONS

Copy left with E. Rees
April 26, 1954. He is clearing with D.V.
J.F.H.

RECEIVED
FOR FILING
OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

S-1[illegible]-(1)
4199

S-165(1)

April 23, 1954

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project S-165(1), Hy-Line Road in Malheur County. This is to authorize your advertising for bids.

Concurrence in award will be withheld pending notification that all rights of way or rights of entry have been acquired.

Please forward the usual copies of county resolution covering maintenance and encroachment prior to submission of the project agreement estimate.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

RECEIVED
APR 23 1954
STATE HIGHWAY COMMISSION

JFH:[illegible]
Encl.

NOTED
Harold C. Ayers

April 22, 1954

NOTED
R. JONES

Malheur County Court
Court House
Vale, Oregon

Gentlemen:

Enclosed are two copies of an agreement covering finances, six copies of a maintenance agreement, six copies of an encroachment resolution, and a set of plans and specifications in connection with the Hy-Line Section of FAS 572, upon which bids will be accepted on May 11th.

The finance agreement covers state and county participation in costs and provides for an advance deposit to be made by the county after the low bid has been determined and prior to award of a contract. The estimated cost for this project is $165,000; however, the low bid received will govern. Please consider this estimated total cost as confidential.

The maintenance agreement and encroachment resolution are standard forms required by the Bureau of Public Roads in connection with projects of this nature. The maintenance agreement provides that the county agrees to maintain the completed project in a manner satisfactory to the B.P.R., and the encroachment resolution provides that the county will permit no encroachments on the right of way which will permanently interfere with the free and convenient flow of traffic.

The set of plans and specifications is for your information and records. The specifications provide that the project shall be completed not later than September 15, 1954.

If satisfactory, please sign, have the County Clerk attest, and return all copies of both agreements and five copies of the resolution to this office. After signature by the Highway Commission, a fully executed copy of each agreement will be returned. Your immediate attention to this matter will be appreciated.

Very truly yours,

R. H. Baldock
State Highway Engineer

NOTED
J. F. [illegible]

By: John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM
Encl.

RECEIVED
FOR FILING
S-165(1)
4199

April 20, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

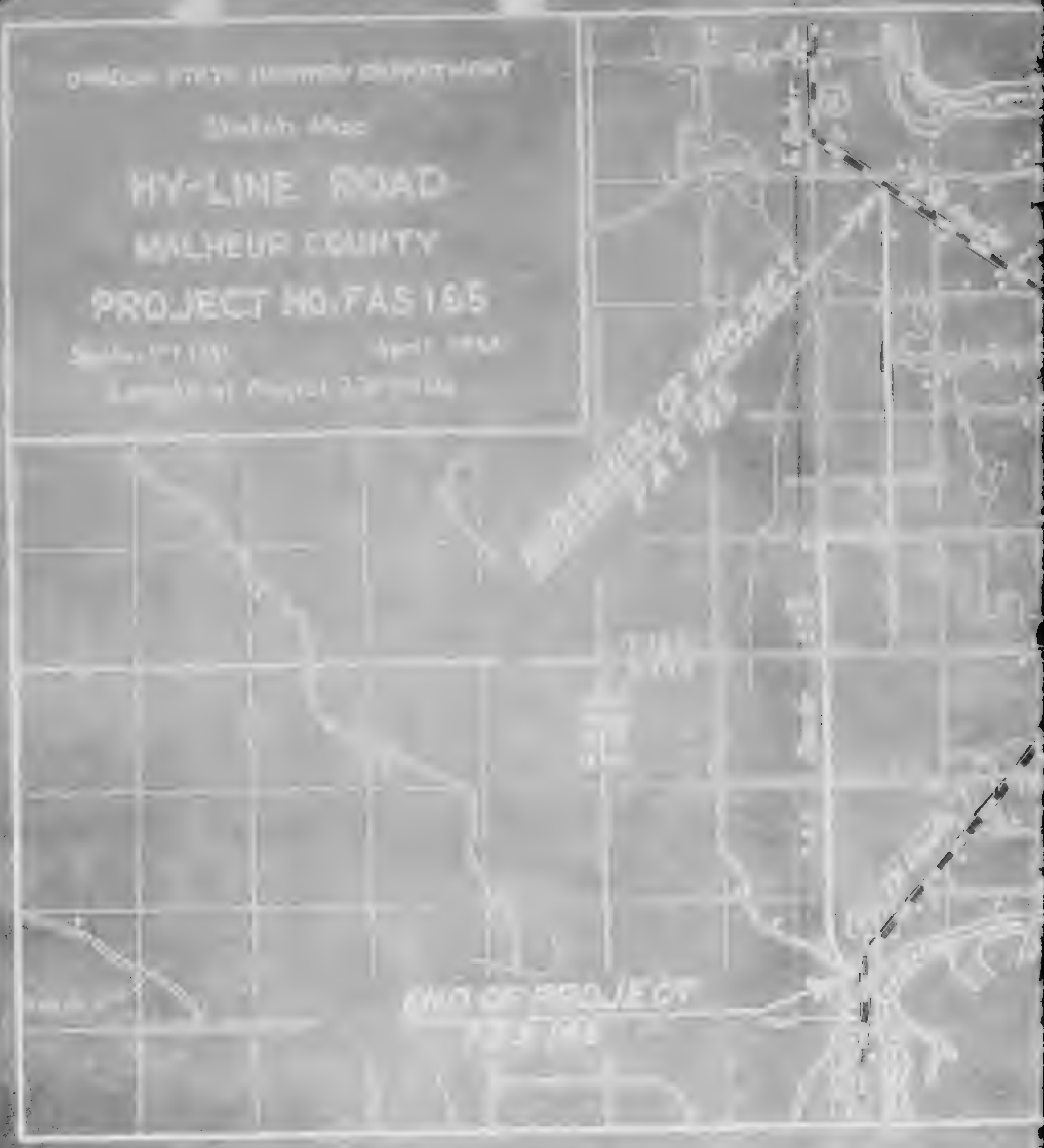
We are sending under separate cover four blue print copies of project statement map for the Hi-Line Road, Project No. FAS 165.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer



OREGON STATE HIGHWAY DEPARTMENT

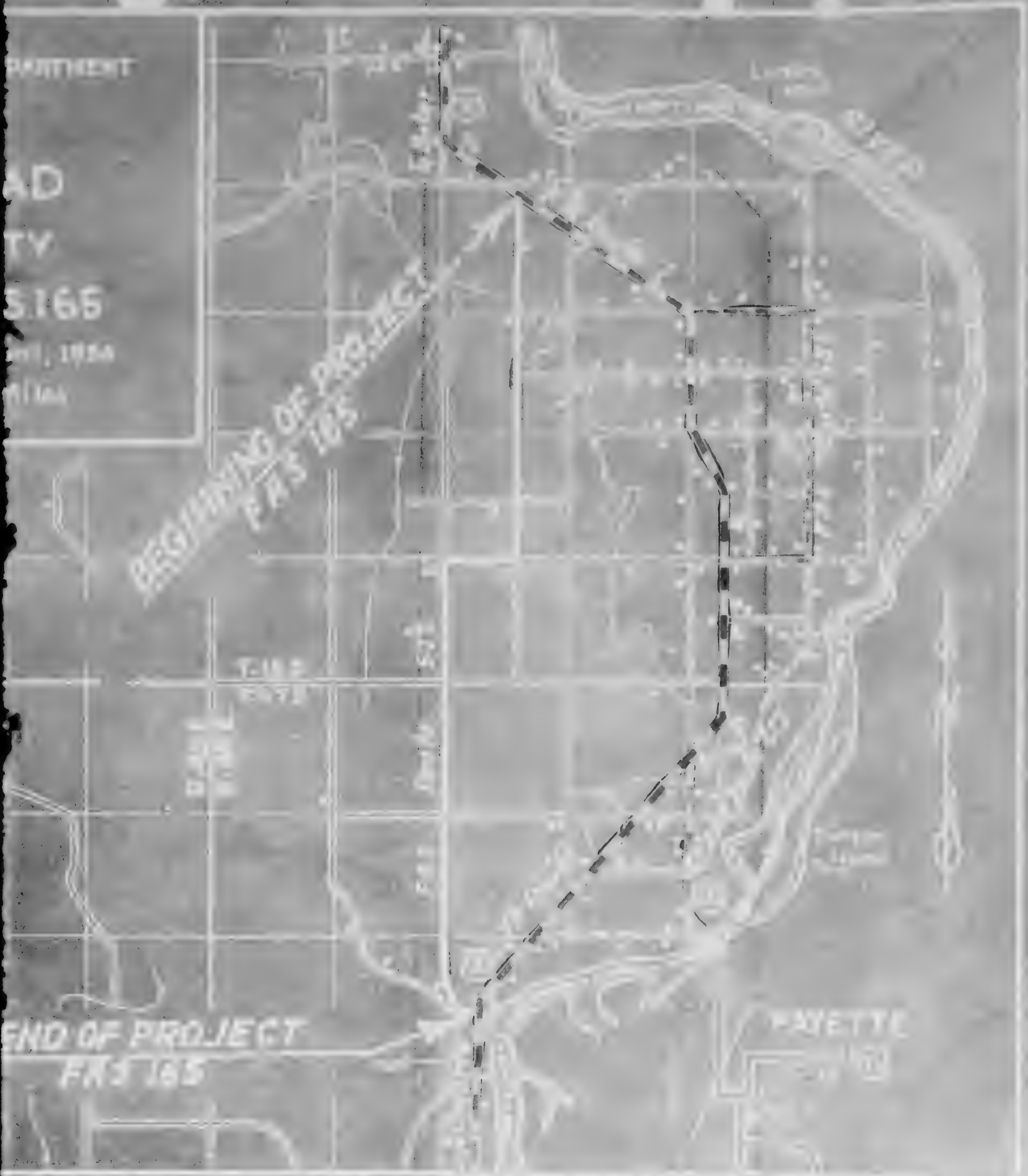
Sketch Map

HY-LINE ROAD
MALHEUR COUNTY
PROJECT NO. FAS 165

Scale [illegible] April [illegible]

Length of Project [illegible] Miles

BEGINNING OF PROJECT
FAS 165
END OF PROJECT
FAS 165

PARTMENT
AD
TY
S 165
ril, 1956
Miles
BEGINNING OF PROJECT
FAS 165
END OF PROJECT
FAS 165
FAYETTE

FORM E-30 25M 9-51 83215

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

NOTED
V. R. JONES

La Grande, Oregon
April 15, 1954
SUBJECT:

Malheur Co
FAS 572

To:

Mr. H. G. Smith
Construction Engineer
Salem, Oregon

Attention: E. A. Pease

Dear Mr. Pease:

Resident Engineer Johnson called this morning advising that the County Judge, Malheur County, has made tentative arrangements for additional right-of-way required on the Hy-Line Road.

The Judge was informed by Resident Engineer Johnson that a letter is needed from the County Court advising that the right-of-way has been acquired.

The letter will be forthcoming within a short time.

Very truly yours,

A. F. Parson
Division Engineer

by

C. D. Cannon
Office Engineer

NOTE
J. P. HAGEN

CDC:fd

RECEIVED
APR 19 1954
OFFICE OF
CONSTRUCTION ENGINEER

March 30, 1954

NOTED
V. R. JONES

Honorable G. Y. Chester
Malheur County Judge
Court House
Vale, Oregon

NOTED
J. F. HAGEMANN

NOTED
Harold C. Ayers

Dear Judge Chester:

Confirming our phone conversations this is to advise that the estimate to complete the entire 7.13 miles of the Hy-Line Road, FAS 572, is $165,000. Malheur County has $156,000 (including state, county, and federal funds) of FAS funds allocated for the fiscal years 1954 and 1955. In order to permit completion of the entire road we are in a position to advance an additional $9,000 of FAS funds against future allocations to Malheur County to cover the estimated additional cost over the funds normally available.

If the County wishes to proceed on this basis, we will program $165,000 towards the project of which $33,000 would represent county funds. Next year's allocation to Malheur County would of course be reduced by an amount equal to the actual total cost of the project less $156,000. If the actual cost were equal to our estimate, this reduction would be $9,000.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM

FORM E-30 25M 9-51 26215

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

March 10, 1954
Salem, Oregon

SUBJECT:

NOTED
J. W. CATTRALL

NOTED
V. R. JONES

RECEIVED
MAR 11 1954
ENGINEER
COUNTY [illegible] OPERATIONS

NOTED
Harold C. Ayers

To: Mr. A. F. Paxson
Division Engineer
State Highway Department
La Grande, Oregon

Dear Sir:

Reference is made to the Hy-Line Road Section of the FAS 572.

Enclosed you will find 7 base design charts prepared from laboratory tests, numbers 328060, 328061, 328062, 328063, 328064, 328065, 328527.

These charts indicate the total thickness of base course plus wearing surface necessary for the individual soils on this project, as reported at this time.

It is desired that the soils requiring the least base course be used in subgrade zones, where economically justified.

These soils are subject to frost action. Protection from frost should be accomplished by increasing the total thickness of base courses plus wearing surface to one-half the frost penetration in areas where observed frost action has occurred.

Since this soil is subject to frost action it may necessitate more than one base thickness depending upon local conditions. If this is correct, please indicate the station limits of the change sections involved. When this has been determined, please advise us of your recommended design and we will initiate the final design.

Very truly yours,

NOTED
J. F. HAGEMANN

H. G. Smith
Construction Engineer

By Ray Webber

Ray Webber
Ass't. Construction Engineer

RW:of
Encls.
cc H.G. Smith
L.C. Johnson
J.F. Hagemann
W.P. Milne

Wallowa Co.

Salem, Oregon
February 25, 1954

NOTED
J. W. CATTRALL

NOTED
V. R. JONES

NOTED
Harold C. Ayers

NOTED
J. F. HAGEMANN

Mr. H. G. Smith
Construction Engineer

The field data for the Hy-Line Road Section, FAS 572, in Malheur County has been examined and construction details found to be consistent with those as proposed by the County and approved by the Highway Commission.

The field estimate of $172,500 exceeds available FAS funds ($155,000) by $17,500. As originally proposed by the County, the project would be cut back on the northerly end if necessary to fit the funds.

It is requested that this office be advised of the estimated total cost, after the quantities and unit prices have been checked. We will then take the matter up with the County Court and determine the limits of the project.

John W. Cattrall
Engineer, County and City Relations

By

John F. Hagemann
Assistant Engineer

JFH:sh
cc: Mr. Virgil O'Neil

October 6, 1953

Malheur County Court
Court House
Vale, Oregon

NOTED
J. F. HAGEMANN

Gentlemen:

On September 24th the Highway Commission approved the Federal Aid Secondary project as shown in the attached tabulation. The details as set forth in this tabulation are believed to conform with the Court's request.

Approval by the Bureau of Public Roads and preparation of plans and specifications are now required prior to contracting the proposed project. Preliminary engineering will be handled by our Division Office in La Grande and will proceed as rapidly as available engineering personnel will permit.

As you know, the county will be required to make an advance deposit of 20% of the estimated total cost before award of a contract. In the case of Malheur County, this will be approximately $31,000 and will be covered by an agreement at a later date.

If you wish any further information on this matter, please advise.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:MM
Att.

4A1572

PROPOSED PROJECT
MALHEUR COUNTY
AVAILABLE FUNDS - $155,000

FAS 572 - HyLine Road Section, Approximately 7.3 Miles. This section extends from the Old Oregon Trail Highway opposite Payette northerly to the Old Oregon Trail Highway in Section 10, Township 16 S., Range 47E., W.M.

The proposed project is to grade, place base material, and construct an 0-11 with binder 20' wide with 2' shoulders. If there are insufficient funds to do the entire road the county has requested that the project begin at the south end and extend north as far as available funds will permit.

There is a county-owned gravel pit about the middle of the project. Realignment to improve the two extreme curves in the center portion of the section is to be done.

9/1/53

MALHEUR COUNTY

TOTAL FAS FUNDS FOR PROGRAMMING: 1954 - $--
1955 - $155,000

PROPOSED PROJECTS:

1954 - None

1955 - To be selected at a later date.

REMARKS: The Malheur County Court has requested that its 1954 allocation be accumulated and combined with its 1955 allocation for a project to be selected for construction during the fiscal year 1955.

BF-126(3) Willamette Jct.-Walker Mt. 1954
Rd. & Chemult-Beaver Marsh Units,
#4200 Willamette Jct.-Diamond Lake
Jct. Sec.

4200

Monthly transaction number RECEIVED [illegible] 1957 9-85	For -2A (5-31-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	te **Oregon**
	MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT	County **Klamath**
Project report number 5		Project number **BF-126(3)**

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on **November 22**, 19**54**, is hereby modified as follows:

Revised estimated total cost of project	$ **$208,092.97**
Revised Federal funds	$ **128,976.00**

Other revisions **- None.**

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the ~~23rd~~ day of ~~September~~, 19~~57~~.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By Chas H Reynolds

Chairman, State Highway Commission
(Title)

By Mx McInvy

Member, State Highway Commission
(Title)

By [illegible]

Member, State Highway Commission
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C H Polk
Division Engineer

RECOMMENDED FOR APPROVAL:

[illegible]
STATE HIGHWAY ENGINEER

USComm-DC 11170

8 1472

Form PR 2 (Revised 1950)

State Oregon

Federal Aid Bond Issue Project No. BF-126(3)

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 22nd day of November, 1954, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 19th day of February, 1954, a program, which was approved on the 11th day of March, 1954, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were approved ~~recommended for approval~~ by the District Engineer of the Bureau of Public Roads on the 27th day of April, 1954; and

Whereas the District ~~Division~~ Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of fifty-four thousand and 00/100 dollars ($54,000,00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(a) By the State **Proceeds of bonds as follows:**
(Include date and citation of act of legislature by which authorized)

~~(b) From other sources:~~

Authorized by Chapter	Oregon Laws	Amount	Date of Issue	Beginning Date of Maturities
491	1951	$15,000,000	Oct. 1, 1951	Oct. 1, 1952
491	1951	15,000,000	Mar. 1, 1952	Mar. 1, 1953
491	1951	10,000,000	Mar. 1, 1953	Mar. 1, 1954
20	1953	32,000,000	Sept. 1, 1953	Sept. 1, 1954

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between **survey station 215+00 in the SE 1/4, Section 3, T. 26 S., R. 8 E., W.M., and survey station 324+00 in the SW 1/4, Section 15, T. 26 S., R. 8 E., W.M., without exception,**

County, length **2.024** miles, in **Klamath** County,

being **Oregon Federal Aid / Bond Issue** project No. **BF-126(3)**, consisting of **2.024** miles of roadway and **no** bridges, of more than 20 feet clear span,

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

ED
7 1954 ★
8

RECEIVED
★ OCT 5 1954 ★
OREGON DISTRICT

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of **fifty-four thousand and 00/100** dollars ($**54,000.00**), which does not exceed the authorized Federal pro rata share of **one hundred twenty-three thousand, six hundred forty-nine and 90/100** dollars ($**123,649.90**), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. No payments hereunder will be made to the State as the construction of said project progresses or immediately upon its completion, and no present or immediate obligation is created by this agreement against Federal-aid funds apportioned and now unobligated and available to the State, the purpose and intent of this agreement being to provide aid to the State, as authorized by section 5 of the Federal-Aid Highway Act of 1950, in retiring annual maturities of the principal indebtedness of the bonds mentioned in Article I hereof, and as such bonds mature annually and the State requests Federal reimbursement pursuant hereto to aid in meeting such annual maturities and certifies that such bonds have been retired the Bureau of Public Roads will submit vouchers to the Secretary of the Treasury for payment to the State Treasurer, hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon, of such sums based on such annual maturities as the State shall request and as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. If in any year no Federal Funds apportioned to the State shall be unobligated and available from which payments hereunder may be made there shall be no obligation on the part of the Federal Government hereunder on account of bond maturities for that year.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest

SECRETARY

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Ben R Chandler
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By
Division Engineer,
Bureau of Public Roads.

NOV 24 1954

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★ OCT 5 1954 ★
OREGON DISTRICT

Oregon State Highway Department

Federal Aid Project
No. BF-126 (3)

WILLAMETTE JUNCTION-WALKER MOUNTAIN ROAD SECTION OF THE DALLES-CALIFORNIA HIGHWAY IN KLAMATH COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 13, 1954

Type Code 6201
Roadway (Sta. 215+00 to Sta. 324+00)(Contract No. 4200)

All Required		Clearing and Grubbing (15%)		$ 3,000.00
60	cu. yds.	Structural Excavation, Unclassified	$ 2.00	120.00
96,900	cu. yds.	General Excavation, Unclassified	0.18	17,442.00
226,300	yd. sta.	Short Overhaul	0.01	2,263.00
7,200	C-yd. sta.	Long Overhaul	0.35	2,520.00
2.03	miles	Finishing Roadbed and Slopes	500.00	1,015.00
1,700	lin. ft.	Rounding Cutbanks	0.10	170.00
390	lin. ft.	18-inch Corrugated Metal Pipe	3.50	1,365.00
120	lin. ft.	24-inch Corrugated Metal Pipe	6.00	720.00
200	lin. ft.	Salvaging Culvert Pipe	2.00	400.00
50	only	Metal Sight Posts	2.00	100.00
15,000	cu. yds.	Coarse Cinders in Base	1.20	18,000.00
6,200	cu. yds.	1¼" - 0 Cinders in Base	1.70	10,540.00
2,900	cu. yds.	3/4" - 0 Cinders in Base and Shoulders	1.70	4,930.00
500	M-gal.	Sprinkling	2.00	1,000.00
320	cu. yds.	3/4" - 0 Cinders in Binder Course	2.75	880.00
50	tons	RC-3 Asphalt in Binder Course	44.00	2,200.00
4,600	tons	Asphaltic Concrete Mixture	4.30	19,780.00
600	tons	86-100 Asphalt in Mixture	33.00	19,800.00
60	tons	150-200 Asphalt in Shoulder Oiling	42.00	2,520.00
12	tons	200-300 Asphalt in Shoulder Oiling	42.00	504.00
480	cu. yds.	Aggregate in Shoulder Oiling	3.00	1,440.00
1,700	lin. ft.	2½" Asphaltic Concrete Traffic Markers	1.00	1,700.00
			Subtotal	$112,409.00
			10% Engr. & Cont.	11,240.90
			Total	$123,649.90

Length of Roadway	2.024 miles
Cost of Roadway per Mile	$61,091.84

Federal Funds	$ 54,000.00
State Funds	69,649.90
	$123,649.90

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939; Chap. 491, laws 1951; Chap. 20, laws 1953

State Funds for Maintenance: Chap. 529, laws 1939

Oregon State Highway Department

Federal Aid Project
No. BF-126 (3)

WILLAMETTE JUNCTION-WALKER MOUNTAIN ROAD SECTION OF THE DALLES-CALIFORNIA HIGHWAY IN KLAMATH COUNTY

(Estimate to accompany plans and specification; not as a basis for project agreement.)

Salem, Oregon; April 26, 1954

Type Code 6201
Roadway (Sta. 215+00 to Sta. 324+00)

All Required		Clearing and Grubbing (15%)		$ 2,625.00
60	cu. yds.	Structural Excavation, Unclassified	$ 2.50	150.00
96,900	cu. yds.	General Excavation, Unclassified	0.25	24,225.00
226,300	yd. sta.	Short Overhaul	0.01	2,263.00
7,200	C-yd. sta.	Long Overhaul	0.40	2,880.00
2.03	miles	Finishing Roadbed and Slopes	500.00	1,015.00
1,700	lin. ft.	Rounding Cutbanks	0.20	340.00
390	lin. ft.	18-inch Corrugated Metal Pipe	4.25	1,657.50
120	lin. ft.	24-inch Corrugated Metal Pipe	6.00	720.00
200	lin. ft.	Salvaging Culvert Pipe	2.00	400.00
50	only	Metal Sight Posts	3.50	175.00
15,000	cu. yds.	Coarse Cinders in Base	1.25	18,750.00
6,200	cu. yds.	1½" - 0 Cinders in Base	1.85	11,470.00
2,900	cu. yds.	3/4" - 0 Cinders in Base and Shoulders	2.00	5,800.00
500	M-gals.	Sprinkling	3.00	1,500.00
320	cu. yds.	3/4" - 0 Cinders in Binder Course	3.50	1,120.00
50	tons	RC-3 Asphalt in Binder Course	42.00	2,100.00
4,600	tons	Asphaltic Concrete Mixture	4.25	19,550.00
600	tons	86-100 Asphalt in Mixture	32.00	19,200.00
60	tons	150-200 Asphalt in Shoulder Oiling	40.00	2,400.00
12	tons	200-300 Asphalt in Shoulder Oiling	40.00	480.00
480	cu. yds.	Aggregate in Shoulder Oiling	3.50	1,680.00
1,700	lin. ft.	2½" Asphaltic Concrete Traffic Markers	1.00	1,700.00
			Subtotal	$122,200.50
			10% Engr. & Cont.	12,220.05
			Total	$134,420.55

Length of Roadway 2.024 Miles
Cost of Roadway per Mile $66,413.31

Federal Funds- -	$ 54,000.00
State Funds- -	80,420.55
	$134,420.55

W.C. [illegible]

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BF-126(3)
BF-320(4)
9212

FINAL COST ANALYSIS

April 16, 1957

Willamette Jct.-Walker Mt. Road
Contract No. 4200

Rogers Construction Company, Inc. Contr.
A. A. Fossen, Resident Engineer

The Dalles-California Highway
Prefix: 18-1059
BF 126(3), BF 320 (4)

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
**Clearing and Grubbing		All			$ 14,718.60	$ 20,000.00
Struc. Excav., Unclass.	513.68	Cu. Yds.	$ 2.00	$ 1.05	541.08	1,027.36
Gen. Excav., Unclass.	285,693.8	Cu. Yds.	0.18	0.173	49,424.51	51,424.88
Short Overhaul	614,030.7	Yd. Sta.	.01	.01	6,140.31	6,140.31
Long Overhaul	6,125.9	C-yd. Sta.	0.35	0.35	2,144.07	2,144.07
Finish R/B & Slopes	12.61	Miles	500.00	616.11	7,769.15	6,305.00
Rounding Cut Banks	15,740	Lin. Ft.	0.10	0.116	1,835.70	1,574.00
18" Corr. Metal Pipe	2,402	Lin. Ft.	3.50	3.65	8,777.36	8,407.00
24" Corr. Metal Pipe	360	Lin. Ft.	6.00	5.57	2,007.21	2,160.00
36" Corr. Metal Pipe	90	Lin. Ft.	10.00	10.38	934.46	900.00
***Class "A" Concrete	6.5	Cu. Yds.	80.00	75.00	487.50	520.00
***Metal Reinforcement	1,078	Lbs.	0.20	0.15	161.70	215.60
Metal Sight Post	160	Each	2.00	1.95	311.69	320.00
Coarse Cinder in Base	102,052	Cu. Yds.	1.20	1.203	122,811.88	122,462.40
1½"-0 Cr. Cinder in Base	4,341	Cu. Yds.	1.70	1.83	7,931.80	7,379.70
3/4"-0 Cinder in Base and Shoulder	16,693	Cu. Yds.	1.70	1.89	31,522.27	28,378.10
Sprinkling	2,440.85	M./Gal.	2.00	1.07	2,619.75	4,881.70
*3/4"-0 Cinder in Binder Course	1,531	Cu. Yds.	2.75	2.75	4,210.25	4,210.25
*RC-3 Asph. in Binder Crs.	216.67	Tons	44.00	44.00	9,533.48	9,533.48
*Asph. Conc. Mixture	27,545.68	Tons	4.30	4.30	118,446.42	118,446.42
*86-100 Asph. in Mixture	339.66	Tons	33.00	33.00	11,208.78	11,208.78
*150-200 Asph. in Shoulder Oiling	220.16	Tons	42.00	42.00	9,246.72	9,246.72
*200-300 Asph. in Shoulder Oiling	68.23	Tons	42.00	42.00	2,865.66	2,865.66

Contract No. 4200

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
*Agg. in Shoulder Oiling	3,159	Cu. Yds.	$ 3.00	$ 3.00	$ 9,477.00	$ 9,477.00
PA #1 Extra Clearing and Grubbing	All	100%			5,102.93	7,500.00
*PA #2 RS-1 Emuls. Asph.	30.24	Tons	52.00	52.00	1,572.48	1,572.48
*PA #3 (Rev.) RS-1 Emuls. Asph. in Pavement Seal	69.36	Tons	52.00	52.00	3,606.72	3,606.72
*PA #3 (Rev.) ¼"-#10 Cr. Cinders in Pavement Seal	456	Cu. Yds.	5.00	5.00	2,280.00	2,280.00
*PA #4 121-150 Asph. in Mix.	4,353.27	Tons	33.00	33.00	143,657.91	143,657.91
*PA #5 Asph. Conc. Mix. in Leveling Course	4,105.15	Tons	4.80	4.80	19,704.72	19,704.22
*PA #5 121-150 Asph. in Mixture	650	Tons	33.00	33.00	21,450.00	21,450.00
PA #6 Add. Haul on Cinders	16,883	Cu. Yds.	1.00	0.855	14,445.37	16,883.00
PA #7 1¼" Galv. Elec. Conduit	280	Lin. Ft.	1.50	0.657	184.08	420.00
*PA #8 SS-2 Asph. in Seal	44.47	Tons	52.50	52.50	2,334.68	2,334.68
PA #9 Purchase Excess Reject Cinders	3,887	Cu. Yds.	0.25			971.75
*PA #10 MC-3 Asphalt in Binder	45.09	Tons	44.00	44.00	1,983.96	1,983.96
Force Account Reduction					15,673.98	16,205.20
Repair Break in Pavement Caused by Installation of Drainage Pipe						- 449.63
					$657,124.18	$667,349.22

* - Work Done all or in part by Babler Bros.

** - Work Done all or in part by Murray Bros.

*** - Work Done all or in part by C. P. Patterson

Gross Revenue	$667,349.22
Total Cost	657,124.18
Net Profit	$ 10,225.04

Net Profit Equals 1.5% of Gross Revenue

Contract No. 4200
Rogers Construction Co., Inc.

DETAIL OF COST

Labor:

Labor and Supervision	$ 74,366.46	
Labor Insurance	5,678.35	
Health and Welfare	1,895.06	
		$ 81,939.87

Materials:

Metal Sight Post	160		At	$ 1.20	$ 192.00	
18" Corr. Metal Pipe	2,402	Lin. Ft.	"	2.69	6,461.38	
18" Corr. Metal Bands	96	Bands	"	2.69	258.24	
24" Corr. Metal Pipe	360	Lin. Ft.	"	4.20	1,512.00	
24" Corr. Metal Bands	19	Bands	"	4.20	79.80	
36" Corr. Metal Pipe	90	Lin. Ft.	"	8.15	733.50	
36" Corr. Metal Bands	4	Bands	"	8.15	32.60	
1$\frac{1}{4}$" Galv. Elec. Conduit	280	Lin. Ft.	"	0.38	106.40	
						$ 9,375.92

Equipment Rentals and Misc. Supplies:

Equipment Rentals (Owned)	$121,150.06	
Hired Trucks	30,131.35	
Gas, Oil, and Grease	31,789.58	
Freight and Cartg.	5,342.10	
Small Tools and Misc. Supplies	3,732.04	
Bond	3,098.38	
Home Office and General Overhead	8,981.36	
		$204,224.87

Paid to Murray Bros. for Clearing and Grubbing	$ 14,718.60
Paid to C. P. Patterson for Box Culvert Work	649.20
Paid to Babler Bros. for Paving and Oiling	346,215.72
TOTAL COST	$657,124.18

Contract No. 4200

BREAKDOWN OF CRUSHING COST BUCKEYE BUTTE PIT

	Cost	Quantity	Unit	Unit Cost
Move In and Set Up (Two Set Ups)	12,682.55	131,017	Cu. Yd.	$0.096
Feed Crusher	15,993.96	131,017	Cu. Yd.	0.122
Crushing	29,165.90	131,017	Cu. Yd.	0.222
Stockpiling at Crusher	8,670.44	131,017	Cu. Yd.	0.066
	66,512.85	131,017	Cu. Yd.	$0.506

The crushing plant operated 652.5 hours for an average production of 201 cubic yards per working hour.

Contract No. 4200

BREAKDOWN OF CRUSHING AT MUTTON CHOP PIT

	Cost	Quantity	Unit	Unit Cost
Move In and Set Up (Two Set Ups)	7,364.35	21,490	Cu. Yds.	$0.342
Feed Crusher	5,618.46	21,490	Cu. Yds.	0.261
Crushing	8,155.24	21,490	Cu. Yds.	0.379
Stockpiling at Plant	2,363.50	21,490	Cu. Yds.	0.109
Cost in Stockpile at Crusher	$23,501.55	21,490	Cu. Yds.	$1.091

The crushing plant operated 174 hours for an average production of 123.5 Cubic Yards per working hour.

Remarks:

This was a "Federal Aid Project" for the construction of 12.61 miles of highway roadbed, construction of 12.61 miles of cinder base, construction of 12.61 miles of asphaltic concrete pavement and the construction of 12.61 miles of Type 0-11 modified oil mat wearing surface on shoulders. The project was bid May 12, 1954, work started May 19, 1954 and the project was completed July 14, 1956.

Clearing and Grubbing was started May 19, 1954 by Murray Bros. and all clearing completed July 22, 1954. Grading did not start until October 15, 1954 and continued until December 11, 1954 when snow caused the winter shutdown. Grading work and placing of cinder base (pit run) started again on April 16, 1955. All grading and cinder base was completed September 10, 1955. Due to fine material in Mutton Chop cinder pit the contractor was unable to produce the required amount of $1\frac{1}{2}$"-0 crushed material. This was supplemented with pit run cinders from Buckeye Butte Pit located on the Diamond Lake Highway. The extra haul was paid by price agreement.

On August 12, 1955 the contractor started crushing in the Buckeye Butte Pit where part of 3/4"-0 and all plant mix material used on Contract No. 4200 was produced. At this same time all plant mix material was produced that was used on Contract No. 4495 (Walker Mt. Road-Lenz Road). Then the crushing plant was moved to Mutton Chop Pit where all crushed materials used on the north end of Contract No. 4200 were produced. Then the crushing plant was moved back to Buckeye Butte Pit and completed all crushed materials used on Contract No. 4495.

On September 7, 1955 Babler Bros. started paving. The plant was set up adjacent to the stockpiles at Buckeye Butte Pit, then on September 19, 1955 the second paving plant was moved in;with the two plants they were able to produce 180 tons of plant mix per hour, which is high production using cinder aggregate. All paving was completed on October 11, 1955. This completed all work except preparation of shoulder and oiling of the shoulders, which was completed June 7, 1956.

The contractor, having low bid prices, realized only a small profit from this project.

M. N. Juve
Chief Cost Analyst

By

K. T. Wechter

FORM E-130 [illegible] REVISED [illegible]

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

RECEIVED
OCT 10 1956
FOR FILING

October 9, 1956

Rogers Construction, Inc.
11760 N. E. Glisan St.
Portland 16, Oregon

Gentlemen:

The State Highway Commission at its meeting held on September 27 had under discussion your request for an extension of time from July 31, 1955 to July 15, 1956 within which to complete your contract No. 4200, covering the Willamette Jct.-Walker Mountain Road & Chemult-Beaver Marsh Units, Willamette Jct.-Diamond Lake Jct. Section of The Dalles-California Highway in Klamath County.

We are pleased to inform you that the State Highway Commission granted your request. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Dean Swift,
Division Engineer

A. A. Fossen,
Resident Engineer

Tom Edwards,
Construction Engineer

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SEP 25 1956
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BF-17 [illegible]
BF- [illegible] (47
1/2 [illegible]

September 25, 1956

Request for extension of time
No. 38
September 27 and 28 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Rogers Construction, Inc. for an extension of time on the Willamette Junction-Walker Mountain Road and Chemult-Beaver Marsh Units, Willamette Junction-Diamond Lake Junction Section, Contract No. 4200, from July 31, 1955 to July 15, 1956.

After the contract was awarded it was found necessary to incorporate a change in the Willamette Junction, which increased the original quantities about 128,000 yards. Also, the awarding of underpass and overpass contracts not contemplated at the time of the original award held up the prime contractor. The contractor completed all work with the exception of the final cleanup and the oiling of the shoulders by October 18, 1955; it was then too late to complete the oiling during that season. For the reason stated above it is evident that the overrun was not the fault of the contractor, and I recommend that the extension be granted without penalty.

Very truly yours,

W. C. Williams
State Highway Engineer

Encl.
cc Mr. Tom Edwards

EAP:of hi

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EF-126 (3)
EF 320 (4)
[illegible]

OREGON STATE HIGHWAY DEPARTMENT
(date)
September 14, 1956

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
4200	16-Final	Rogers Construction, Inc.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
19919	H-161075	$ 19,981.12	9/14/56

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: July 31, 1955

Time Extensions: to July 15, 1956

Completion Date: July 14, 1956

Date Accepted: Sept. 27, 1956

Penalties: None of record

Claims: None of record

Remarks:

Date: 10-3-56

To the Accounting Division:

Release of the above warrant is hereby authorized

HB Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: OCT 3 1956

Ruth Rawlings

NOTED ON CARD

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SEP 12 1956
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FORM E-30X—25M—9-59—88208

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 11, 1956

SUBJECT: Additional Compensation
Contract No. 4200

To: Tom Edwards
Construction Engineer
Office

I am in receipt of a letter from Mr. C. H. Maison enclosing a copy of a letter from Rogers Construction, Inc., advising of an intention to file a claim for additional compensation for work performed under the above contract. I will appreciate your advice as to the basis for any such claim of Rogers Construction, Inc., together with any information which you might deem helpful to the Legal Department in the event our services in the matter are required.

ROBERT L. MAY, JR.
Assistant Counsel

RLM:dm

cc Forrest Cooper ✓
C. H. Maison

NOTED
FORREST COOPER

RECEIVED
SEP 12 1956
OFFICE OF
STATE HIGHWAY ENGINEER

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RECEIVED
SEP 10 1956
FOR FILING

FORM 830—50M—10-54—79481
FE-126 (2)
BF 326 (4)
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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 7, 1956

SUBJECT: Contract No. 4200 - Additional Compensation

To: Forrest Cooper

Attached herewith, copy of a letter from Rogers Construction Incorporated, advising us of their intention to file a claim for additional compensation for work performed under State Highway Contract No. 4200.

We are processing the final estimate for payment.

C H Maison
C. H. Maison

cc: Tom Edwards
C. W. Enfield
S. H. Probert
C. F. Smith

NOTED
FORREST COOPER

RECEIVED
SEP 7 1956
OFFICE OF
STATE HIGHWAY ENGINEER

C O P Y

ROGERS CONSTRUCTION, INC.

GENERAL ROAD CONTRACTORS ------------

11760 N E Glisan,
Portland, 16, Oregon
September 6, 1956.

Accounting Division,
Oregon State Highway Department,
Salem, Oregon.

Gentlemen:

We are enclosing herewith signed final estimate on State Contract #4200, prefix 18-1059, Willamette Jct.-Walker Mtn. Road and Chemult-Beaver Marsh units, Willamette Jct.-Diamond Lake Jct. Section, The Dalles-California Highway, and wish to advise that there will be either a post-final estimate or additional compensation due under this contract under Articles 1.9.13 and 1.9.15 of the Standard Specifications.

Yours very truly,
Rogers Construction INC.,

By (Chas. McInroe)

cc: Mr. Dean Swift,
Mr. A A Fossen.

RECEIVED
SEP 6 1956
FOR FILING
BF [illegible]
BF [illegible]
4200

September 5, 1956

CERTIFIED MAIL

The Fidelity & Casualty Company
80 Maiden Lane
New York 8, N. Y.

Gentlemen:

State Highway Contract No. 4200 for work performed on the Willamette Junction-Walker Mountain Road and Chemult-Beaver Marsh Units, Willamette Jct.-Diamond Lake Jct. Section of The Dalles-California Highway in Klamath County was completed by the contractor, Rogers Construction, Inc., on July 14, 1956 but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $19,981.12 will be released to the contractor after acceptance by the Highway Commission. The total contract amount is $667,349.22, of which amount $16,205.20 represents force account items.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Pallett, Fisher & Carlo, Inc.
U. S. National Bank Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
AUG 28 1956
FOR FILING

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[illegible]
[illegible]

August 23, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
Salem, Oregon

Re Willamette Jct.-Walker Mtn. Rd.
Chemult-Beaver Marsh Units
The Dalles-California Hwy.
Contract No. 4200

Dear Sir:

Reference is made to your letter of August 7 in which you refuse concurrence in our request of July 19 for an extension of time on the above project. In connection with this request I wish to review some facts pertinent to an extension.

(1) Work by contractor contemplated under contract in amount of $556,800.

(2) Total work by contractor performed under contract, $667,100.

(3) Difference of $110,300 is 20 per cent.

(4) Time allowed for completion of work from date of award June 7, 1954 to July 31, 1955 is 420 days.

(5) 20 per cent of 420 is 84 days, time allowable for completing work above contract amount.

(6) July 31, 1955, plus 84 days, would extend time to October 23, 1955.

(7) A review of the job chronology reveals that the A. C. pavement was laid, sealed and the shoulder rock was completed by October 18, 1955. It was then too late in the season to oil the shoulders and the work had to be deferred to the following season.

(8) In addition to the above the structure at the Willamette Highway connection, the grading and paving for which was done by price agreement under this contract, was not completed until August 31, 1955. This price agreement covered work in the amount of $66,547. A major portion of this work could not be done until the structure was completed.

(9) No inconvenience or additional costs were occasioned to the traveling public because of noncompletion between October 23, 1955 and July 15, 1956, as the facility was in full use.

In view of the above facts it is requested that reconsideration be given the request for extension of time without penalty to July 15, 1956.

In the event you do not concur in the no penalty recommendation, the maximum penalty that should be assessed should be for that period of work in the 1956 season from June 2, 1956 to completion, July 15, 1956, with no engineering charge for finaling of the job. The work during the aforesaid period consisted of sealing shoulders and job cleanup.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc Mr. Tom Edwards

LHY:ep fn

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

08-35

August 7, 1956

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Mr. Williams' July 19, 1956 letter requesting Bureau concurrence in an extension of time on the Willamette Junction-Walker Mountain Road and Chemult-Beaver Marsh Units, Contract No. 4200, Oregon BF-126(3) and BF-3 20(4), from July 31, 1955 to July 15, 1956 to Rogers Construction Company, Inc.

Our records reveal that this contract was awarded June 7, 1954 with the completion date specified for July 31, 1955. The contractor commenced work May 19, 1954, but with only one bulldozer on clearing. Grading did not commence until approximately October 28, 1954 or nearly four months after award of contract. Our records further reveal but little work was accomplished the following season between June 26 and August 17, 1955 due partially to lack of a rock crushing plant.

In effect some five months of the best part of two working seasons were lost because of the contractor's equipment working elsewhere. Under the circumstances we cannot concur in the full extension of time you request. We will, however, concur in a nominal time extension based solely on the overrun of grading quantities or total project costs.

Very truly yours,

G. Polk

C. G. POLK
District Engineer

RECEIVED
AUG 7 1956
SALEM
STATE HIGHWAY COMMISSION

NOTED
L. H. Young

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JUL 20 1956

FOR FILING

BF-126 (3)
BF-320 (4)
4

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July 19, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the Willamette Junction-Walker Mountain Road and Chemult-Beaver Marsh Units, Contract No. 4200, Oregon BF-126 (3) and BF-320 (4), from July 31, 1955 to July 15, 1956 to Rogers Construction Company, Inc.

After the contract was awarded it was found necessary to incorporate a change in the Willamette Junction, which increased the original quantities approximately 128,000 yards. Also, the awarding of underpass and overpass contracts not contemplated at the time of the original award held up the prime contractor. He prosecuted the work at all possible times, and I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

cc to: Forrest Cooper

RECEIVED
AUG 14 1956
FOR FILING

BF-126 (3)
[illegible]
4200

August 14, 1956

CERTIFIED MAIL.

Fidelity & Casualty Company of New York
80 Maiden Lane
New York 8, New York

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Rogers Construction, Inc., 11760 N. E. Glisan Street, Portland, on Contract No. 4200, covering the Willamette Junction-Walker Mountain Road & Chemult-Beaver Marsh Units, Willamette Junction-Diamond Lake Junction Section of The Dalles-California Highway in Klamath County. This payment, in the amount of $19,961.59, will be released on or after August 24. The retained percentage is $20,021.69.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

fp

cc Pallett, Fisher & Carlo, Inc.
U. S. National Bank Building
Portland 4, Oregon

NOTED ON CARD
kf

A

BF-126 (3)
BF-320 (4)
4200

Form E-1—10M—1-50

O GON STATE HIGHWAY DEPARTM T

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

Sheet 1

Section Willamette Jct- Walker Mtn. Road & Chemult - Beaver Marsh Units of Willamette Jct- Diamond Lake Jct.
Highway The Dalles - California
Contractor Rogers Construction Inc
Date of contract June 7, 1954
Date work started May 19, 1954
Project authorization $721,455.13
Exclusive of Engineering $678,907.21
For Week Ending July 21, 1956
Kind of work Grading and Paving
Section prefix 18-1059
Contract number 4200
Date of completion Ex-Date July 15, 1956
Estimated date of completion July 14, 1956
Per cent of time elapsed 768/420 182.86 %
Estimated cost of completed project, exclusive of engineering Our semi-final $ 671,696.06 6[illegible]
Estimated per cent overrun or underrun Underrun 0.13 %
Per cent of contract completed, based on total contract price 99.87 %
Engineering authorization $ 44,547.92
Engineering cost to date $ 46,812.25, 105.08 %
Date project was completed July 14, 1956.

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Although the contract was dated June 7,1954 the contractor began clearing on May 19-54 Clearing work continued until July 22 1954. A proposed grade separartion at Willamette Junction was received by this office the latter part of July and aPrice Agreement for $40,000. [illegible] was authorized to construct same. No work by the contractor during the balance of July, August and September. Grading operations started on October 15 and continued until December 11 1954 when a 5" fall of snow caused the winters shut down. Placing of cinder base started November 12 and also continued until the shutdown. Pouring of the box culvert Station 1025 completed Nov 22.

Grading work and placing of pit run base material started again on April 16 1955 and continued until late July 1955. As the bridge structure had not been completed grading in that area was not done until late August and early in September 1955.

Crushing of top surfacing, oil aggregates and pavement materials started in Buckeye Butte on August 12 1955 , completed September 3 1955. Placing of AC pavement started Sept 7 and continued to October 11,195 when this projects paving was completed.

see sheet 2

NOTED
R. D. ASBURRY

RECEIVED

NOTED
V. D. WOLFE

Signed A.A. Fraser Resident Engineer
Address Box 151, Bend, Oregon

NOTED

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

NOTED
L. H. Young

State Printing 99973

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project Main Line	13.47	13.47		13.47	13.47
Miles partially completed					
Miles completed	13.47	13.47		13.47	13.47
Total estimated quantities (contract)	264,000	120,400	Asph agg	700 T 4,380	3,400 T 26,700 T
Total quantities corrected to date	285,693.8	123,086	Asph agg	694.22 5,146	5,385.13 31,653.85
Estimated quantities moved or placed to date	285,693.8	123,086	Asph 3,997.3 agg	694.22 5,146	5,385.13 31,653.85
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					

Average force on project for week

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Warm		
Monday	Warm		
Tuesday	Warm		
Wednesday	Warm		
Thursday	Warm		
Friday	Warm		
Saturday			

State F

Form E-1—10M—1-36

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Field Engineer's Weekly Report

Sheet 2

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 21 1956, 19

Section

Kind of work

Highway

Section prefix

Contractor

Contract number

Date of contract , 19

Date of completion , 19

Date work started , 19

Estimated date of completion , 19

Project authorization . . . . $

Exclusive of Engineering . . . . $

Per cent of time elapsed %

Estimated cost of completed project, exclusive of engineering . . . . $

Estimated per cent overrun or underrun . . . . %

Per cent of contract completed, based on total contract price . . . . %

Engineering authorization . . . . $

Engineering cost to date $, %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Hauling and placing shoulder material and the placing of sight posts completed on October 26 1955. This was the final work in 1955.

Preparation of the shoulders for oiling started again on May 20 1956 and was completed June 7. Final clean up completed on July 14, 1956.

Semi-final estimate will be submitted to the BEND Division office July 23 1956.

Final report.

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Signed A. A. [illegible]

Address Bx 151- Bend

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 22073

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RECEIVED
JUL 19 1956
FOR FILING

BF-126(3)
BF-320(4)
4200

July 18, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on July 14, 1956, on Contract No. 4200, Willamette Jct.-Walker Mtn. Road and Chemult-Beaver Marsh Units, Willamette Jct.-Diamond Lake Jct. Section, in Klamath County, in connection with Federal Aid Project Nos. BF-126(3), BF-320(4).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C.Williams
Deputy State Highway Engineer

WCW:ia

cc: John Cattrall

RECEIVED
JUN 11 1956

FOR FILING

BF-126 (3)
FORM E-30X—50M—11-55—90229
[illegible]
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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

W. C. WILLIAMS

Salem, Oregon
June 6, 1956

SUBJECT: Willamette Jct.-Walker Mt.
Chemult-Beaver Marsh
The Dalles-California Hwy.
Contract No. 4200

To:

Mr. Dean Swift
Division Engineer
State Highway Department
Bend, Oregon

Reference is made to Laboratory Reports Nos. 390158 and 390159, dated May 29, 1956 showing an excess of 7 and 8 percent passing the 3/4-inch screen in the 1¼"-3/4" crushed cinders being produced.

This material is taken from the stockpile at the pit, and while, the site tests are acceptable, the official tests fail to pass. It may be that screens in the field and the laboratory are not the same size series, and there may be a variation in techniques of testing between the laboratory and the field.

Will you please have the resident engineer check his screens sizes to determine whether he has U. S. Standard size series. These are the sizes now being used by the laboratory.

Also, please caution him to follow the procedures of sampling sent to the division offices last year, a copy of which is attached, and attach to samples submitted to Salem a record of the field screening tests that they might be compared with the laboratory results.

Forrest Cooper
Construction Engineer

By L. H. Young
L. H. Young
Ass't. Construction Engineer

LHY-WCH:of

cc to: W. C. Williams
Ray Webber

RECEIVED
JUN 7 1956
OFFICE OF
STATE HIGHWAY ENGINEER

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NOV 10 1955
FOR FILING

BF-126 (3)
BF- 320 (1)
4200

Salem, Oregon
November 10, 1955

Mr. A. A. Fossen
Resident Highway Engineer
Box 151
Bend, Oregon

Dear Sir:

This is to advise you that, at its last meeting, the State Highway Commission approved an additional increase of $55,000 in project authorization on Contract No. 4200, Willamette Junction-Walker Mountain Road and Chemult-Beaver Marsh Units, Willamette Junction-Diamond Lake Junction Section in Klamath County.

The present authorization is $720,455.13. This amount should be used on all future reports.

Very truly yours,

S. H. Probert
Office Engineer

DBP:ia

cc: Dean Swift

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OCT 4 1955
FOR FILING

FF-126(2)
FI-325(4)
4200

October 3, 1955

Oregon State Highway Commission

Gentlemen:

It appears that the present project authorization on Contract No. 4200, Willamette Junction-Beaver Marsh Section of The Dalles-California Highway, will overrun approximately eight per cent, or $55,000. This overrun is occasioned principally by an increase in asphaltic concrete pavement and the asphalt in the pavement mixture. We are using cinders for the pavement aggregate on this job, and our latest studies indicate that the cinders are considerably heavier than the ordinary type of cinders in that locality, which will result in an overrun of the tonnage of approximately 10 per cent, which will likewise cause a similar overrun in the amount of asphalt.

It is respectfully requested that you authorize additional project authorization in the amount of $55,000 on the above Contract No. 4200.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith
Mr. S. H. Probert
Mr. C. H. Maison

WCW:me lg

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SEP 19 1955
FOR FILING

FORM E-30R 25M 6-51 90116

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4200

OREGON STATE HIGHWAY DEPARTMENT

INTERDEPARTMENTAL CORRESPONDENCE

September 16, 1955

SUBJECT:

To:

Mr. Forrest Cooper
Assistant Construction Engineer
State Highway Department
Salem, Oregon

W. C. WILLIAMS

Dear Sir:

A recent check on the final cost of the Willamette Junction-Walker Mountain Section, Contract No. 4200, indicates the amount of $698,180, with total authorization to date being $666,455, we anticipate an overrun of 4.7%.

Very truly yours,

DEAN SWIFT
Division Engineer

DS:mo
cc: Mr. W. C. Williams ✓

RECEIVED
SEP 19 1955
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 18 1955
FOR FILING

CF-130(4)
CF-3[illegible](4)
4[illegible]

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 16th, 1955

SUBJECT:

[illegible]
W C [illegible]

To: Mr. Dean Swift
Division Engineer

I am approving your Order for Extra Work No. 1 on the Willamette Junction-Walker Mt. Section for digging soft spots in the subgrade and backfilling; however, it was a bit startling to get a work order in August for work that was done in June. Will you please make an effort to have work orders submitted more promptly.

I also note that you are expecting an overrun on the project. It would appear that a review of the finances would be in order to see if the job will come within the allowable limits; is so, appropriate action should be taken. Please report.

Forrest Cooper
Forrest Cooper
Ass't. Construction Engineer

FC:AR

cc to: W. C. Williams✓

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AUG 17 1955
OFFICE OF
STATE HIGHWAY ENGINEER

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FORM E-30 [illegible]
FOR FILING

KF-1[illegible]
KF 330(1)
2/3[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Bend, Oregon
June 29, 1955

SUBJECT:

W. C. WILLIAMS

To:

Mr. Forrest Cooper
Assistant Construction Engineer
State Highway Department
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letter of June 22, 1955, concerning compaction and methods of compaction on the Willamette Junction-Diamond Lake Junction project. On June 22nd, 23rd and 24th, Mr. H. G. Smith, Construction Engineer, Dean Swift, Tony Fossen, and myself, along with Contractors Rogers and Babler and others, spent most of our time on this project, therefore, Mr. Smith is thoroughly familiar with every step that is being followed. The methods designed at this time, if followed, will make a satisfactory job.

On Monday, June 27th, I met Mr. William Hill, Soils Engineer, on this project and showed him the difficulties we are having. He also approved of the methods and advised me that his principal work now is on compaction of subgrades and surfacing.

Very truly yours,

WM. E. CHANDLER
Division Engineer

WEC:me
cc: Mr. W. C. Williams ✓

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STATE HIGHWAY ENGINEER

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JUN 24 1955
FOR FILING

FORM 830—60M—10-54—79488

BF-126(1)
EF-320(4)
4200

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 22nd, 1955

SUBJECT:

To: Mr. W. E. Chandler
Division Engineer

NOTED
W. C. WILLIAMS

Webber reports that you have been experiencing difficulties getting proper compaction of the cinders on the Willamette Junction-Diamond Lake Junction project.

Before the binder course or pavement is laid the base must be in some manner stabilized. If it is not possible to do it by conventional methods of water and rolling, it may be necessary to introduce some asphalt emulsion or use some other means to stabilize the material.

Forrest Cooper
Forrest Cooper
Ass't. Construction Engineer

FC:AR

cc to: W. C. Williams ✓

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JUN 22 1955
OFFICE OF
STATE HIGHWAY ENGINEER

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FOR FILING

FORM E30—50M—10-54—79488

BE-126 (F)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 20, 1955

NOTED
W. C. WILLIAMS

SUBJECT:

To: Mr. W. E. Chandler
Division Engineer

In reply to your letter of March 15, 1955 re the Willamette Junction-Walker Mountain project, this job is to be built as specified in the contract and plans. The only change is that a fog or tack coat is to be placed on old pavements or oil mats where the new pavement is to be laid directly on the old surface.

Forrest Cooper

Forrest Cooper
Ass't. Construction Engineer

FC:jv

cc: W. C. Williams ✓

FEB 16 1955

BF - 126(1)
BF - 321(4)
45

9

February 2, 1955

Mr. A. A. Jossen
Resident Highway Engineer
Box 151
Bend, Oregon

Dear Sir:

This is to advise you that at the meeting of the Highway Commission on January 19, 1955, an increase in project authorization of $40,000.00 was approved for the Willamette Junction-Walker Mountain Road and Chemult-Beaver Marsh Units, Willamette Junction-Diamond Lake Junction Section in Klamath County, Contract No. 4800.

The present construction authorization is $666,455.13. This amount should be used on all future reports.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

cc: W. E. Chandler

DBP:bb

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DEC 23 1954
FOR FILING

F - 128 (3)
F - 320 (4)
41

December 23, 1954

Mr. W. C. Williams
Deputy State Highway Engineer
State Highway Building
Salem, Oregon

Dear Mr. Williams:

With reference to the enclosed copy of letter to the Highway Commission, we will need the Commission's approval not only of the increased authorization of $40,000 for Contract No. 4200, but also of an increased program allotment for the Lapine-Diamond Lake Junction Section, as all amounts allotted to that section (except 1957 F. A. funds) have been contracted.

PF-108(7)
PF-17. (4)

To handle this situation, I suggest that the $650,000 of 1954-55 bond funds allotted to the section be increased to $695,000. This will require Commission approval.

If you will refer to the Five-year Program you will see what I mean.

Very truly yours,

S. H. Probert
Office Engineer

SHP:bb

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DEC 22 1954
FOR FILING

BF 120(3)
BF 320(4)

December 21, 1954

Oregon State Highway Commission

Gentlemen:

Original plans for the intersection of US97 (The Dalles-California Highway) with OR58 (Willamette Highway) were based on an intersection at grade. From later studies, however, particularly in the light of the high speed of traffic at this intersection or junction and the high potential hazard, it was deemed desirable to construct a traffic interchange.

I discussed the matter with you by telephone and received your verbal approval for a change in plan costing an increase of approximately $75,000, but unfortunately the matter was overlooked and the verbal approval has not been confirmed officially in the Commission minutes.

The estimated increased cost of the grading and paving is approximately $40,000, and, in line therewith, it is requested that you approve additional project authorization in the amount of $40,000 on Contract No. 4200, Willamette Junction-Diamond Lake Junction Section of The Dalles-California Highway.

In addition to the increased authorization, the interchange structure, estimated to cost $45,000, will be contracted for in the near future.

No additional funds will be necessary for this financing, as, as of the present time, underruns on projects completed during 1954 total $1,090,645.05. However, you did approve additional project authorizations during this period of time in the amount of $560,000, resulting in a net underrun of approximately $530,000. It appears that we will complete the year with a substantial amount of underruns of project authorizations.

This matter will be on the next agenda.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. G. S. Paxson
Mr. S. H. Probert
Mr. M. G. Smith
Mr. C. H. Maison

WCW:me fp

Form PR 2 (Revised 1950)

CPR8 14-74

State Oregon

Federal Aid Bond Issue

Project No. BF-320(4)

BF-126 (3)
BF-320(4)
4200

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 22nd day of November, 1954, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 19th day of February, 1954, a program, which was approved on the 11th day of March, 1954, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were approved ~~recommended for approval~~ by the District Engineer of the Bureau of Public Roads on the 27th day of April, 1954; and

Whereas the District ~~Division~~ Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of two hundred ninety-four thousand and 00/100 dollars ($294,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(a) By the State Proceeds of bonds as follows:

act of legislature by which authorized)

~~(b) From other sources~~

Authorized by Chapter	Oregon Laws	Amount	Date of Issue	Beginning Date of Maturities
491	1951	$15,000,000	Oct. 1, 1951	Oct. 1, 1952
491	1951	15,000,000	Mar. 1, 1952	Mar. 1, 1953
491	1951	10,000,000	Mar. 1, 1953	Mar. 1, 1954
20	1953	32,000,000	Sept. 1, 1953	Sept. 1, 1954

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 324+00 in the SW 1/4, Section 15, T. 26 S., R. 8 E., W.M., and survey station 1030+00 in the NW 1/4, Section 20, T. 28 S., R. 8 E., W.M., except stations 530+00 to 670+50, length 10.743 miles, in Klamath County, being Oregon Federal Aid / Bond Issue project No. BF-320(4), consisting of 10.743 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~of a mile in length.~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

7 1954

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OCT 5 1954

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of **two hundred ninety-four thousand and 00/100** dollars ($294,000.00), which does not exceed the authorized Federal pro rata share of **four hundred seventy-five thousand, one hundred thirty-four and 00/100** dollars ($475,134.00), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. No payments hereunder will be made to the State as the construction of said project progresses or immediately upon its completion, and no present or immediate obligation is created by this agreement against Federal-aid funds apportioned and now unobligated and available to the State, the purpose and intent of this agreement being to provide aid to the State, as authorized by section 5 of the Federal-Aid Highway Act of 1950, in retiring annual maturities of the principal indebtedness of the bonds mentioned in Article I hereof, and as such bonds mature annually and the State requests Federal reimbursement pursuant hereto to aid in meeting such annual maturities and certifies that such bonds have been retired the Bureau of Public Roads will submit vouchers to the Secretary of the Treasury for payment to the State Treasurer, hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon, of such sums based on such annual maturities as the State shall request and as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. If in any year no Federal funds apportioned to the State shall be unobligated and available from which payments hereunder may be made there shall be no obligation on the part of the Federal Government hereunder on account of bond maturities for that year.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest
H B Glaisyer
SECRETARY

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Ben R Chandler
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By ~~Acting~~ Division Engineer,
Bureau of Public Roads.

NOV 24 1954

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OCT 5 1954 ★

Oregon State Highway Department

Federal Aid Project
No. BF-320 (4)

CHEMULT-BEAVER MARSH SECTION

OF THE DALLES-CALIFORNIA HIGHWAY IN KLAMATH COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 13, 1954

Type Code 6201
2-Lane Roadway (Sta. 324+00 to Sta. 530+00)(Sta. 670+50 to Sta. 695+00)
(Sta. 723+00 to Sta. 1030+00)(Contract No. 4200)

All Required		Clearing and Grubbing (80%)		$ 16,000.00
440	cu. yds.	Structural Excavation, Unclassified	$ 2.00	880.00
164,700	cu. yds.	General Excavation, Unclassified	0.18	29,646.00
282,200	yd. sta.	Short Overhaul	0.01	2,822.00
2,790	C-yd. sta.	Long Overhaul	0.35	976.50
10.21	miles	Finishing Roadbed and Slopes	500.00	5,105.00
5,100	lin. ft.	Rounding Cutbanks	0.10	510.00
2,110	lin. ft.	18-inch Corrugated Metal Pipe	3.50	7,385.00
240	lin. ft.	24-inch Corrugated Metal Pipe	6.00	1,440.00
100	lin. ft.	36-inch Corrugated Metal Pipe	10.00	1,000.00
14	cu. yds.	Class "A" Concrete	80.00	1,120.00
3,300	lbs.	Metal Reinforcement	0.20	660.00
50	only	Metal Sight Posts	2.00	100.00
57,100	cu. yds.	Coarse Cinders in Base	1.20	68,520.00
19,200	cu. yds.	1½" - 0 Cinders in Base	1.70	32,640.00
13,100	cu. yds.	3/4" - 0 Cinders in Base and Shoulders	1.70	22,270.00
2,200	M-gal.	Sprinkling	2.00	4,400.00
1,380	cu. yds.	3/4" - 0 Cinders in Binder Course	2.75	3,795.00
220	tons	RC-3 Asphalt in Binder Course	44.00	9,680.00
19,350	tons	Asphaltic Concrete Mixture	4.30	83,205.00
2,520	tons	86-100 Asphalt in Mixture	33.00	83,160.00
250	tons	150-200 Asphalt in Shoulder Oiling	42.00	10,500.00
78	tons	200-300 Asphalt in Shoulder Oiling	42.00	3,276.00
2,000	cu. yds.	Aggregate in Shoulder Oiling	3.00	6,000.00

Subtotal	$395,090.50
10% Engr. & Cont.	39,509.05
Total	$434,599.55

Length of Roadway	10.213 miles
Cost of Roadway per Mile	$42,553.56

Type Code 6201

4-Lane Roadway (Sta. 695+00 to Sta. 1030+00)(Contract No. 4200)

All Required		Clearing and Grubbing (5%)		$ 1,000.00
2,400	cu. yds.	General Excavation, Unclassified	$ 0.18	432.00
2,400	yd. sta.	Short Overhaul	0.01	24.00
10	C-yd. sta.	Long Overhaul	0.35	3.50
0.53	mile	Finishing Roadbed and Slopes	500.00	265.00
4,500	cu. yds.	Coarse Cinders in Base	1.20	5,400.00
1,800	cu. yds.	1¼" - 0 Cinders in Base	1.70	3,060.00
600	cu. yds.	3/4" - 0 Cinders in Base and Shoulders	1.70	1,020.00
200	M-gal.	Sprinkling	2.00	400.00
200	cu. yds.	3/4" - 0 Cinders in Binder Course	2.75	550.00
30	tons	RC-3 Asphalt in Binder Course	44.00	1,320.00
2,750	tons	Asphaltic Concrete Mixture	4.30	11,825.00
350	tons	86-100 Asphalt in Mixture	33.00	11,550.00
			Subtotal	$ 36,849.50
			10% Engr. & Cont.	3,684.95
			Total	$ 40,534.45

Length of Roadway 0.530 mile
Cost of Roadway per Mile $76,480.09

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
2-Lane Roadway	$434,599.55	$268,918.00	$165,681.55
4-Lane Roadway	40,534.45	25,082.00	15,452.45
	$475,134.00	$294,000.00	$181,134.00

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939; Chap. 491, laws 1951;
Chap. 20, laws 1953.

State Funds for Maintenance: Chap. 529, laws 1939.

Oregon State Highway Department

Federal Aid Project
No. BF-320 (4)

CHEMULT-BEAVER MARSH SECTION
OF THE DALLES-CALIFORNIA HIGHWAY IN KLAMATH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon; April 26, 1954

Type Code 6201
2-Lane Roadway (Sta. 324+00 to Sta. 530+00) (Sta. 670+50 to Sta. 695+00) (Sta. 723+00 to Sta. 1030+00)

All Required		Clearing and Grubbing (80%)		$ 14,000.00
440	cu. yds.	Structural Excavation, Unclassified	$ 2.50	1,100.00
164,700	cu. yds.	General Excavation, Unclassified	0.25	41,175.00
282,200	yd. sta.	Short Overhaul	0.01	2,822.00
2,790	C-yd. sta.	Long Overhaul	0.40	1,116.00
10.21	miles	Finishing Roadbed and Slopes	500.00	5,105.00
5,100	lin. ft.	Rounding Cutbanks	0.20	1,020.00
2,110	lin. ft.	18-inch Corrugated Metal Pipe	4.25	8,967.50
240	lin. ft.	24-inch Corrugated Metal Pipe	6.00	1,440.00
100	lin. ft.	36-inch Corrugated Metal Pipe	12.00	1,200.00
14	cu. yds.	Class "A" Concrete	60.00	840.00
3,300	lbs.	Metal Reinforcement	0.15	495.00
50	only	Metal Sight Posts	3.50	175.00
57,100	cu. yds.	Coarse Cinders in Base	1.25	71,375.00
19,200	cu. yds.	1½" – 0 Cinders in Base	1.85	35,520.00
13,100	cu. yds.	3/4" – 0 Cinders in Base and Shoulders	2.00	26,200.00
2,200	M-gals.	Sprinkling	3.00	6,600.00
1,380	cu. yds.	3/4" – 0 Cinders in Binder Course	3.50	4,830.00
220	tons	RC-3 Asphalt in Binder Course	42.00	9,240.00
19,350	tons	Asphaltic Concrete Mixture	4.25	82,237.50
2,520	tons	86-100 Asphalt in Mixture	32.00	80,640.00
250	tons	150-200 Asphalt in Shoulder Oiling	40.00	10,000.00
78	tons	200-300 Asphalt in Shoulder Oiling	40.00	3,120.00
2,000	cu. yds.	Aggregate in Shoulder Oiling	3.50	7,000.00
			Subtotal	$416,218.00
			10% Engr. & Cont.	41,621.80
			Total	$457,839.80

Length of Roadway 10.213 Miles
Cost of Roadway per Mile $44,829.11

Type Code 6201
4-Lane Roadway (Sta. 695+00 to Sta. 1030+00)

All Required		Clearing and Grubbing (5%)		$ 875.00
2,400	cu. yds.	General Excavation, Unclassified	$ 0.25	600.00
2,400	yd. sta.	Short Overhaul	0.01	24.00
10	C-yd. sta.	Long Overhaul	0.40	4.00
0.53	mile	Finishing Roadbed and Slopes	500.00	265.00
4,500	cu. yds.	Coarse Cinders in Base	1.25	5,625.00
1,800	cu. yds.	1½" - 0 Cinders in Base	1.85	3,330.00
600	cu. yds.	3/4" - 0 Cinders in Base and Shoulders	2.00	1,200.00
200	M-gals.	Sprinkling	3.00	600.00
200	cu. yds.	3/4" - 0 Cinders in Binder Course	3.50	700.00
30	tons	RC-3 Asphalt in Binder Course	42.00	1,260.00
2,750	tons	Asphaltic Concrete Mixture	4.25	11,687.50
350	tons	86-100 Asphalt in Mixture	32.00	11,200.00
		Subtotal		$37,370.50
		10% Engr. & Cont.		3,737.05
		Total		$41,107.55

Length of Roadway 0.530 Mile
Cost of Roadway per Mile $77,561.41

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
2-Lane Roadway	$457,839.80	$283,542.00	$174,297.80
4-Lane Roadway	41,107.55	25,458.00	15,649.55
	$498,947.35	$309,000.00	$189,947.35

Oregon State Highway Department

Federal Aid Project
No. BF-320 (4)

CHEMULT-BEAVER MARSH SECTION

OF THE DALLES-CALIFORNIA HIGHWAY IN KLAMATH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, April 26, 1954

Type Code 6201
2-Lane Roadway (Sta. 324+00 to Sta. 530+00)(Sta. 670+50 to Sta. 695+00)(Sta. 723+00 to Sta. 1030+00)

All Required		Clearing and Grubbing (80%)		$ 14,000.00
440	cu. yds.	Structural Excavation, Unclassified	$ 2.50	1,100.00
164,700	cu. yds.	General Excavation, Unclassified	0.25	41,175.00
282,200	yd. sta.	Short Overhaul	0.01	2,822.00
2,790	C-yd. sta.	Long Overhaul	0.40	1,116.00
10.21	miles	Finishing Roadbed and Slopes	500.00	5,105.00
5,100	lin. ft.	Rounding Cutbanks	0.20	1,020.00
2,110	lin. ft.	18-inch Corrugated Metal Pipe	4.25	8,967.50
240	lin. ft.	24-inch Corrugated Metal Pipe	6.00	1,440.00
100	lin. ft.	36-inch Corrugated Metal Pipe	12.00	1,200.00
14	cu. yds.	Class "A" Concrete	60.00	840.00
3,300	lbs.	Metal Reinforcement	0.15	495.00
50	only	Metal Sight Posts	3.50	175.00
55,100	cu. yds.	Coarse Cinders in Base	1.25	68,875.00
19,200	cu. yds.	1½" - 0 Cinders in Base	1.85	35,520.00
13,100	cu. yds.	3/4" - 0 Cinders in Base and Shoulders	2.00	26,200.00
2,200	M-gal.	Sprinkling	3.00	6,600.00
1,380	cu. yds.	3/4" - 0 Cinders in Binder Course	3.50	4,830.00
220	tons	RC-3 Asphalt in Binder Course	42.00	9,240.00
19,350	tons	Asphaltic Concrete Mixture	4.25	82,237.50
2,520	tons	85-100 Asphalt in Mixture	32.00	80,640.00
250	tons	150-200 Asphalt in Shoulder Oiling	40.00	10,000.00
78	tons	200-300 Asphalt in Shoulder Oiling	40.00	3,120.00
2,000	cu. yds.	Aggregate in Shoulder Oiling	3.50	7,000.00
			Subtotal	$413,718.00
			10% Engr. & Cont.	41,371.80
			Total	$455,089.80

Length of Roadway	10.213 miles
Cost of Roadway per Mile	$44,559.85

Type Code 6201
4-Lane Roadway (Sta. 695+00 to Sta. 1030+00)

All Required		Clearing and Grubbing (5%)		$ 875.00
2,400	cu. yds.	General Excavation, Unclassified	$ 0.25	600.00
2,400	yd. sta.	Short Overhaul	0.01	24.00
10	C-yd. sta.	Long Overhaul	0.40	4.00
0.53	mile	Finishing Roadbed and Slopes	500.00	265.00
4,500	cu. yds.	Coarse Cinders in Base	1.25	5,625.00
1,800	cu. yds.	1½" - 0 Cinders in Base	1.85	3,330.00
600	cu. yds.	3/4" - 0 Cinders in Base and Shoulders	2.00	1,200.00
200	M-gal.	Sprinkling	3.00	600.00
200	cu. yds.	3/4" - 0 Cinders in Binder Course	3.50	700.00
30	tons	RC-3 Asphalt in Binder Course	42.00	1,260.00
2,750	tons	Asphaltic Concrete Mixture	4.25	11,687.50
350	tons	86-100 Asphalt in Mixture	32.00	11,200.00
			Subtotal	$ 37,370.50
			10% Engr. & Cont.	3,737.05
			Total	$ 41,107.55

Length of Roadway 0.530 mile
Cost of Roadway per mile $77,561.41

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
2-Lane Roadway	$455,089.80	$281,567.00	$173,522.80
4-Lane Roadway	41,107.55	25,433.00	15,674.55
	$496,197.35	$307,000.00	$189,197.35

void

Type Code 6201
4-Lane Roadway (Sta. 695+00 to Sta. 1030+00)

All Required		Clearing and Grubbing (5%)		$ 875.00
2,400	cu. yds.	General Excavation, Unclassified	$ 0.25	600.00
2,400	yd. sta.	Short Overhaul	0.01	24.00
10	C-yd. sta.	Long Overhaul	0.40	4.00
0.53	mile	Finishing Roadbed and Slopes	500.00	265.00
4,500	cu. yds.	Coarse Cinders in Base	1.25	5,625.00
1,800	cu. yds.	1½" - 0 Cinders in Base	1.85	3,330.00
600	cu. yds.	3/4" - 0 Cinders in Base and Shoulders	2.00	1,200.00
200	M-gal.	Sprinkling	3.00	600.00
200	cu. yds.	3/4" - 0 Cinders in Binder Course	3.50	700.00
30	tons	RC-3 Asphalt in Binder Course	42.00	1,260.00
2,750	tons	Asphaltic Concrete Mixture	4.25	11,687.50
350	tons	86-100 Asphalt in Mixture	32.00	11,200.00
			Subtotal	$ 37,370.50
			10% Engr. & Cont.	3,737.05
			Total	$ 41,107.55

Length of Roadway 0.530 mile
Cost of Roadway per mile $77,561.41

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
2-Lane Roadway	$455,089.80	$281,567.00	$173,522.80
4-Lane Roadway	41,107.55	25,433.00	15,674.55
	$496,197.35	$307,000.00	$189,197.35

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FOR FILING

FORM E-30X 37½ 9-54 73790
RE-126(3)
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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 24, 1954

SUBJECT:

To: Mr. W. E. Chandler
Division Engineer
State Highway Engineer
P. O. Box 151
Bend, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

The construction of the interchange at the junction of the Willamette and The Dalles-California Highways is to be done as a part of the Willamette Junction-Diamond Lake Junction construction if the contractor will sign a Price Agreement establishing unit costs for the additional work at his unit bid prices. An exception to the above is the separation structure to be built on the "S" Line.

By a copy of this letter, I am calling the matter of the bridge construction to the attention of Mr. Paxson.

The field data is being turned over to the Design Department for preparation of the necessary plans. It is requested that the Design Department have the necessary revised right of way descriptions written to expedite this matter.

It is suggested that the Bridge Department confer with Mr. Hall of the Design Department, and if additional maps or data are needed for the design of the structure that this office be notified.

The Division Office will secure and submit necessary Price Agreements.

Very truly yours,

H. G. Smith
Construction Engineer

By Forrest Cooper
Forrest Cooper
Ass't. Construction Engineer

FC:js
cc: W. C. Williams ✓
G. S. Paxson
S. H. Probert
Frank Hall

RECEIVED

file

ROGERS CONSTRUCTION, INC.
General Road Contractors 11760 N E Glisan,
Portland, 16, Oregon.

August 12, 1954.

[illegible]
[illegible]
4200

NOTED

Mr. W. C. Williams, Deputy State Highway Engineer,
Oregon State Highway Department,
Salem, Oregon.

Dear Sir:

We hereby acknowledge your letter of August 18, 1954, enclosing bill in the amount of $281.40 from the U. S. Forest Service for fire guard and supervision of burning operations in connection with our Contract No. 4200, Willamette Junction-Walker Mountain Road and Chemult-Beaver Marsh Units, on the Dalles-California Highway.

Please be advised that we have paid this bill, drawing our check in favor of the U. S. Forest Service.

Yours very truly,
Rogers Construction Inc.
By Chas Mc[illegible]

Copy mailed
for Mr. Parker

RECEIVED
AUG 23 1954
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 20 1954
FOR FILING

August 18, 1954

Rogers Construction Co.
11760 N. E. Glisan Street
Portland 16, Oregon

Gentlemen:

We are enclosing herewith a bill, from the U. S. Forest Service, in the amount of $281.40 for fire guard and supervision of burning operations in connection with your Contract No. 4200, Willamette Junction-Walker Mountain Road and Chemult-Beaver Marsh Units on the The Dalles-California Highway in Klamath County.

As expense of this kind is an obligation of the contractor, we are forwarding the bill to you for payment. Your early attention to this matter will be appreciated.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DBP:dw

Encl.

August 18, 1954

Regional Fiscal Agent
U. S. Forest Service
P. O. Box 4057
Portland 8, Oregon

Gentlemen:

Your Statement No. A-1, Deschutes National Forest Unit, from your Bend Office in the amount of $281.40 for services of a fire guard and burning supervision during closed season under Special Use Permit dated 5/11/54 in connection with Rogers Construction, Inc., State Highway Contract No. 4200 in Klamath County, has been received and forwarded to the contractor for payment.

If this bill is not paid within a reasonable time will you please advise the Highway Department in order that action can be taken for collection.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DBP:dw

To Shinn DATE 8-5-54

I believe this should be paid and subtracted from Contractors estimate on Contract 4200-11-1059

Willamette Jct. - Walker Mt. Road & Chemult & Beaver Marsh Unit

Willamette Jct. - Diamond Lake Jct. Sect

SIGNED Swift

PLEASE REPLY HERE

To ______ DATE ______

SIGNED ______

NOTE - INDIVIDUAL ORIGINATING CONFIRMEMO RETAINS YELLOW COPY, FORWARDING FIRST AND TRIPLICATE INTACT WITH CARBONS, ADDRESSEE REPLIES, EXTRACTS CARBON: RETAINS TRIPLICATE, RETURNING FIRST PART TO ORIGINATOR OF CONFIRMEMO.

☐ Rediform ☐ NO. 220

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Supervisor
Division

NOTED
R. H. CLARK

NOTED
DEAN SWIFT

FORM E-30 25M 9-51 52316

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 3, 1954

SUBJECT:

RECEIVED
AUG 4 1954
DIVISION ENGINEER

To:

Mr. Wm. E. Chandler
Division Engineer
Oregon State Highway Department
Bend, Oregon

Dear Sir:

We are attaching hereto a bill from the U. S. Department of Agriculture, Forest Service.

If you have knowledge of this service and it comes under your jurisdiction, will you kindly approve the third copy and return all three copies. If you do not have knowledge of this service, please contact the local office in Bend and ascertain to what it pertains.

Very truly yours,

C. H. Maison
Auditor

By: Lowell E Shinn

Lowell E. Shinn
Requisition Supervisor
Accounting Division

LES:ep

Attachment

NOTED
R. H. CLARK

NOTED
DEAN SWIFT

RECEIVED
FOR FILING

June 29, 1954

Rogers Construction, Inc.
11760 N. E. Glisan St.
Portland 16, Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 4200, which was awarded to you on June 7 by the State Highway Commission, covering the Willamette Jct.-Walker Mountain Road and Chemult-Beaver Marsh Units, Willamette Jct.-Diamond Lake Jct. Section of the The Dalles-California Highway in Klamath County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

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JUN 11 1954
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[illegible]
4200

June 8, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on May 19, 1954 on Contract No. 4200, Willamette Junction-Walker Mountain Road & Chemult-Beaver Marsh Units, Willamette Junction-Diamond Lake Junction Section, in Klamath County, in connection with Federal Aid Project No. HF-126 (3), BR-320 (4).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DBF:[illegible]

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[illegible]
[illegible]

AGENDA
JUN 23 1954
3a-18

June 7, 1954

Rogers Construction, Inc.
11760 N. E. Glisan Street
Portland, Oregon

Gentlemen:

The State Highway Commission on May 12, 1954, accepted your proposal for grading and paving on Willamette Junction-Walker Mountain Road and Chemult-Beaver Marsh Units, on The Dalles-California Highway in Klamath County for the sum of $544,349 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been satisfied. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 4200.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By

Floyd Query, Assistant Secretary

mm
cc: R. G. Savage (SIAC)
H. G. Smith
S. H. Probert
Goldie Lewis

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DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM	
DAY LETTER	
NIGHT LETTER	

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WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206 10-51

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHIP RADIOGRAM	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
June 7, 1954
1: 29 p.m.

Rogers Construction, Inc.
11760 N. E. Glisan Street
Portland, Oregon

Contract for grading and paving Willamette Junction-Walker Mountain Road and Chemult-Beaver Marsh Units, The Dalles-California Highway, Klamath County for which you submitted low bid on May 12, 1954 awarded you today. Contract forms follow shortly.

Floyd Query, Assistant Secretary
OREGON STATE HIGHWAY COMM.

cc:CONFIRMATION
Accounting (5001-900)
Files ✓
C. W. Head

R

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FOR FILING
FORM E-30 20M 9-51 98518

RF [illegible] (3)
RF - [illegible] (4)
4200

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 7, 1954

SUBJECT: Willamette Junction-Diamond Lake Junction
The Dalles-California Highway
Klamath County

To: Mr. W. C. Williams
Deputy State Highway Engineer
OFFICE

NOTED
W. C. WILLIAMS

Enough of the rights of way to cover the actual construction on this project have now been acquired. As far as this department is concerned, the contract may be awarded.

R. L. Porter
R. L. PORTER
Right of Way Engineer

RLP/fn

RECEIVED
JUN 7 1954

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FOR FILING
OREGON DISTRICT
BF (4)
4200

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

June 7, 1954

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired for Oregon Project BF-320(4), Chemult-Beaver Marsh Section of The Dalles-California Highway, we hereby concur as of this date in award of contract to Rogers Construction, Inc. of Portland, Oregon, low bidder in the total amount of $544,349.00 for this project and Project BF-126(3) at the May 12, 1954 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
JUN 9 1954
OREGON
STATE HIGHWAY COMMISSION

File

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FOR FILING
OREGON DISTRICT BF-126(3)
BF [illegible] (4)
4Joo

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

June 7, 1954

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired for Oregon Project BF-126(3), Willamette Junction-Walker Mountain Section of The Dalles-California Highway, we hereby concur as of this date in award of contract to Rogers Construction, Inc. of Portland, Oregon, low bidder in the total amount of $544,349 for this project and Project BF-320(4) at the May 12, 1954 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
JUN 9 1954
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 8 1954
FOR FILING

[illegible]
BF-320(4)
4200

June 7, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for grading and paving work on the Willamette Jct.-Walker Mountain Road and Chemult-Beaver Marsh Sections of The Dalles-California Highway in Klamath County, Projects BF-126 (3) and BF-320 (4), to Rogers Construction, Inc., of Portland, Oregon, on the basis of the bid of $544,349 submitted on May 12, 1954.

All rights of entry required for this contract are acquired.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

SHP:gs

RECEIVED
X file
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

CF-126(2)
BF-32C(4)
4211

BF-126(3)

May 4, 1954

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

Your request dated April 26, 1954 for approval of individual project program change in Item No. 86, Project BF-126(3) increasing the Total Cost to $134,420, with Federal Funds of $54,000 and State Funds of $80,420 was approved April 27, 1954. The mileage will now read 2.024 miles.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
MAY 4 1954
OREGON
STATE HIGHWAY COMMISSION

File

RECEIVED
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

RF-126(2)
RF-226( )
1200

BF 320 (4)

April 27, 1954

NOTED
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved P. S. and E. documents for Oregon Project BF-320(4), Chemult-Beaver Marsh Section of The Dalles-California Highway. This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending notification that all rights of way or rights of entry have been acquired.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

RECEIVED
MAY 6 1954
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
File
FOR ~~FILING~~

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

BE-126(3)
BF-[illegible](4)
4[illegible]

BF-126 (3)

April 27, 1954

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

We have today approved P. S. and E. documents for Oregon Project BF-126(3), Willamette Jct.-Walker Mountain Section of The Dalles-California Highway. This is your authority to advertise for bids.

Concurrence in award of contract will be withheld pending notification that all rights of way or rights of entry have been acquired.

Very truly yours,

CGPolk
C. G. POLK
District Engineer

RECEIVED
MAY 6 1954
STATE [illegible]

[illegible] Modoc Point-Barkley Springs 1944
Slope Grad. Proj. on The Dalles
[illegible] Calif. Hwy.

RECEIVED
AUG 31 1955
FOR FILING

[illegible]
[illegible]

August 19, 1955

Armco Drainage & Metal Products, Inc.,
2321 SE Gladstone Street
Portland 2, Oregon

ATTENTION: Duran B. Sculr

Dear Sir:

Thank you for your letter of August 17 in which you state that you have received payment from the General Insurance Company for your claims against F. O. Laws as follows:

Contract #4048	$ 37.50
Contract #4201	$3,310.80
Contract #4261	$ 174.50

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dc

RECEIVED
AUG 22 1955
FOR FILING

1Y-1061
4201

August 19, 1955

General Casualty Company of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

We have received a letter dated August 17 from the Armco Drainage & Metal Products, Inc., in which they write as follows:

> "Mr. Stan Mays of General Insurance Company tells us that final settlement of Contract 4261 is delayed because you lack our release.
>
> Payment of this claim was made to us on April 12, 1955 by General Insurance Company by check No. 20378 in the amount of $3,522.80 which covered our claims against F. O. Laws on Contracts 4048, 4201 and 4261 in the amounts of $37.50, $3,310.80 and $174.50 respectively."

We provide this information as your Company appears as surety on the performance bonds furnished with these contracts.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ds
General Casualty Company of America
cc: Huggins Insurance Agency
373 North Church Street
Salem, Oregon

cc: Mr. F. O. Laws
2315 Broadway Street
Salem, Oregon

NOTED ON CARD

RECEIVED
JUN 28 1955
FOR FILING

18-1061
4201

File

June 24, 1955

General Casualty Company of America
Seattle 5, Washington

Attention: Mr. A. R. Eby
Claims Department

Gentlemen:

Thanks a lot for your letter of June 22, 1955 enclosing a copy of a letter from the Cascade Industrial Supply, Incorporated, to the Secretary of State advising that their claim against F. O. Laws in connection with State Highway Contract #4201 has been satisfied. We will correct our records accordingly.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

REFERRED TO
Mrs Lewis
BY SECRETARY

note on card

NOTED ON CARD
gl

GENERAL
CASUALTY COMPANY
OF AMERICA
SEATTLE 5

H. K. DENT
CHAIRMAN OF THE BOARD
W. L. CAMPBELL
PRESIDENT

June 22, 1955

Oregon State Highway Department
Salem, Oregon

Attention: H. B. Glaisyer, Secretary

Gentlemen:

Our File # 36-112971 - F. O. Laws, Principal
State Highway Contract #4201

You will find attached a carbon copy of a letter received from the Cascade Industrial Supply, Incorporated, addressed to the Secretary of State. Although their letter is not too well worded, we trust that this will satisfy your file in regards to their claim.

Very truly yours,

A. R. Eby

A. R. Eby
Claims Department
mdh - enclosure

ACKNOWLEDGE

NOTED ON CARD

RECEIVED
JUN 23 1955
OREGON
STATE HIGHWAY COMMISSION

CASCADE INDUSTRIAL SUPPLY, INC.

MILL, LOGGING AND CONTRACTORS SUPPLIES AND EQUIPMENT

515 MARKET STREET
KLAMATH FALLS, OREGON

HIGHWAY 199
GRANTS PASS, OREGON

HIGHWAY 99 SOUTH
REDDING, CALIFORNIA

JUN 20 1955

June 15, 1955

RECEIVED
1955

Secretary of State
Salem,
Oregon

To the Secretary of State, State of Oregon:

File 36-11297/ General Casualty Co., of America
F. O. Laws, Principal

This is to advise you we received a check from Mr. F. O. Laws on January 25, 1955, which cleared his account with us.

Thank you for your co-operation in this matter.

Yours very truly

CASCADE INDUSTRIAL SUPPLY, INC.

E-W.

By: E. Woodward, Office Mgr.

cc: Huggins Insurance Agency
373 North Church Street
Salem, Oregon

NOTED ON CARD

gl

Lewis

RECEIVED
JUN 16 1955
FOR FILING

18 - [illegible]

[illegible]

June 15, 1955

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Avenue
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by Crater Lake Machinery Company, Klamath Falls, against F. O. Laws. The claim is in the sum of $226.28 for labor and material furnished on a tractor in connection with Mr. Laws' operations on State Highway Contract No. 4201, for slope grading on Modoc Point-Barkley Springs Section of The Dalles-California Highway, Klamath County.

We provide this information as your company appears as surety on the performance bond furnished by this contractor.

Respectfully yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By
Floyd Query, Assistant Secretary

FQ:jmc

cc: F. O. Laws
2315 Broadway
Salem, Oregon

Huggins Insurance Agency
373 North Church Street
Salem, Oregon

NOTED ON CARD

June 15, 1955

Hon. Earl T. Newbry
Secretary of State
Capitol Building
Salem, Oregon

Attention: Mr. George C. Stephens

Gentlemen:

Thank you for your letter of June 13, 1955 to which was attached three copies of a claim filed with your office by Crater Lake Machinery Company against F. O. Laws. The claim is in the amount of $226.28 for labor and materials furnished to the contractor on our contract No. 4201, for work on the Modoc Point-Barkley Springs Section of The Dalles-California Highway, Klamath County. The claim bears your file No. 3509.

Respectfully yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By
Floyd Query, Assistant Secretary

FQ:jmc

NOTED ON CARD

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

June 13, 1955

4201

Mr. [illegible], Secretary
State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of today, a notice of claim by Crater Lake Machinery Co., for labor and material in the sum of $296.28, against the bond taken from [illegible], Principal, and General Casualty Company of America, Surety, for slope grading the Modoc Point-Barkley Springs Section of The Dalles-California Highway in Klamath County, our File No. 3509.

We are enclosing three copies of the claim for your information and files. The copy of the invoice referred to in the claim is on file and should you wish to have copies made for your files, kindly advise and we will have same made.

Kindly acknowledge receipt of the claim for our files.

Very truly yours,

EARL T. NEWBRY
Secretary of State

By Geo C Hopkins
Clerk
Records Division

MF:L

RECEIVED
JUN 14 1955
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD

p

CRATER LAKE MACHINERY CO.

Caterpillar **John Deere**

HYSTER - FLECO - TRACKSON

P. O. BOX 31 PHONE 2-2544
KLAMATH FALLS, OREGON

June 9, 1955

Mr. Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir:

Notice hereby is given that the undersigned, Crater Lake Machinery Co., has a claim for labor and material on a D8 Caterpillar Tractor S/N 2U5684, as described in a copy of our invoice K-80361 attached, for a balance of $226.28 against the bond taken by F.O. Laws, 2315 Broadway St., Salem, Oregon from General Casualty Company of America, through Huggins Insurance Agency, 373 North Church Street, Salem for slope grading the Modoc Point-Barkley Springs Section of The Dalles-California Highway in Klamath County.

Yours very truly,

CRATER LAKE MACHINERY CO.

Florence Puckett

Office Manager

FP:he

COPIES TO COMMISSIONERS
Baldock
Williams 6/15/55

File no. 3509

FILED
JUN 13 1955
EARL T. NEWBRY
SECRETARY OF STATE

SECRETARY OF STATE
RECEIVED
JUN 13 1955
EARL T. NEW

EL ENGINES TRACTORS MOTOR GRADERS EARTH MOVING EQUIPMENT FARM MACHINERY

RECEIVED
JUN 10 1955
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

(date)
June 8, 1955

18-1061			
(CONTRACT NO.) [illegible]	(EST. NO.)	(CONTRACTOR)	
4201	7-Final	F. O. Laws, Assign: General Casualty Company of America	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
11310	R-124381	$ 1,556.29	6/8/55

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: July 31, 1954

Time Extensions: to Feb. 4, 1955 without penalty

Completion Date: Feb. 4, 1955

Date Accepted: May 25, 1955

Penalties: None of record

Claims: None of record outstanding except Cascade Industrial Supply, Inc.

Remarks:

Date: 6-9-55

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

NOTED ON CARD

Warrant Mailed: JUN 9 1955

Ruth Rawlings

RECEIVED
JUN 8 1955
FOR FILING

X - [illegible]

REFERRED TO Query
BY SECRETARY

quott

NOTED
FLOYD QUERY

June 6, 1955

General Casualty Company of America
Seattle 5, Washington

Attention: Mr. A. R. Eby
Claims Department

Gentlemen:

I have just received your letter of June 6, 1955 concerning F. O. Laws contract with the State Highway Commission, for slope grading on Modoc Point-Barkley Springs Section of The Dalles-California Highway in Klamath County, State Highway Contract No. 4201. I have checked with our Accounting Division and find that the final payment, including retained percentage, is now being processed and it is expected that the warrant will be received from the Secretary of State sometime this week. It will be forwarded to you as soon as we receive it.

I note your comment regarding the claim of Cascade Industrial Supply, Inc. We have a long-standing arrangement with the Secretary of State to furnish us with copies of all claims and satisfaction of claims that he receives concerning State Highway Contracts. We have not received from him the information to the effect that the Cascade Industrial Supply, Inc. has been satisfied. It indicates that the claim is still outstanding. In order to complete our records, will you kindly have the company forward us a definite statement that their claim has been paid in full.

Thanks a lot.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

Mr. Glaisyer:
Mr. Carl Smith called concerning voucher you had inquired about. It was a semi-final not a final in the amount of $6454.91 sent out from Mr. [illegible] office on June 2, 1955, assigned to [illegible] [illegible] it didn't appear on [illegible] was because ~~[illegible]~~ it had [illegible] [illegible]

RAL
COMPANY
ERICA
LE 5

Oregon State Highway Department
Salem, Oregon

Attention: H. B. Glaisyer, Secretary

Gentlemen:

Our File 36-112971 - O. Laws, Principal
State Highway Contract No. 4201

Thank you for your letter of June 1, 1955 and the information contained therein. The final estimate in the amount of $6,454.91 arrived on the same day under separate cover.

When our adjuster contacted the Cascade Industrial Supply, Inc. they informed us that they had received payment for their claim and that they had directed a letter to the Secretary of State on January 25, 1955 with the information that their claim had been paid. We can anticipate no further difficulties with them.

We assume that the retainage will be forwarded to us in due course.

We certainly appreciate your cooperation in this matter.

Very truly yours,

A. R. Eby

A. R. Eby
Claims Department
ah

RECEIVED
JUN 7 1955
OREGON
STATE HIGHWAY COMMISSION

#7 Final 1556.21
[illegible] this week

ACKNOWLEDGED
H. B. GLAISYER

FORM E-120 [illegible] REVISED [illegible]

RECEIVED
JUN 7 1955
FOR FILING

6

B

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

June 6, 1955

Mr. F. O. Lave
2315 Broadway
Salem, Oregon

Dear Sir:

The State Highway Commission at its meeting on May 25 had under discussion your request for an extension of time from January 31, 1955 to and including February 4, 1955 within which to complete your contract No. 4201, for slope grading on the Modoc Point-Barkley Springs Section of the The Dalles-California Highway in Klamath County.

We are pleased to inform you that the State Highway Commission granted your request without penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

gl

Secretary

cc: Wm. E. Chandler,
Division Engineer

J. G. Toole,
Resident Engineer

H. G. Smith,
Construction Engineer

B

FORM E-123X 37,500 4-

RECEIVED
JUN 3 1955
FOR FILING

11-1141

4201

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

June 2, 1955

General Casualty Company of America
4347 Brooklyn Avenue
Seattle 5, Washington

Re: 3366

Attn: A. R. Eby, Claims Department

Dear Sir:

Herewith is warrant No. R-116415 which has been assigned to the General Casualty Company of American by F. O. Laws, in the sum of $6,454.91, covering Contract 4201 Estimate 6 Semi-Final.

Since the assignment does not appear on the warrant, due to the fact that issuance was made prior to receiving the assignment, said assignment and copy of this letter is being attached to the warrant in order that same may be cashed with your proper endorsement. Both the assignment and letter must accompany this warrant and will not be honored by the State Treasurer if detached. We suggest you so advise your bank.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By
C. H. Maison
Auditor

encl.
JGH/rr
cc: F. O. Laws
2315 Broadway St.
Salem, Oregon

H. B. Glaisyer

NOTED
H. B. GLAISYER

RECEIVED
JUN 2 1955
FOR FILING

[illegible]
[illegible]

June 1, 1955

General Casualty Company of America
4347 Brooklyn Avenue
Seattle 5, Washington

REFERRED TO Geary - Mrs Lewis
BY SECRETARY
noted on card

Attention: Mr. A. R. Eby
Claims Department

Gentlemen:

With your letter of May 24, 1955 you transmitted releases from a number of claimants against State Highway Contract 4201, awarded to F. O. Laws, for slope grading on the Modoc Point-Barkley Springs Section of The Dalles-California Highway in Klamath County. These releases appear to satisfy all of the claims that have been filed against this contract with the exception of Cascade Industrial Supply, Inc. in the amount of $443.84. This claim was filed through the office of the Secretary of State on January 18, 1955, and a copy of the filing was sent to you on January 21. Perhaps this claim has also been satisfied but our records do not show it.

In view of the satisfaction of the claims, our Auditor is being instructed today to release all payments that he has been holding for work performed on this job. These payments will be made payable to the order of F. O. Laws, assigned to the General Casualty Company of America, and will be forwarded to the company at 4347 Brooklyn Avenue, Seattle 5, Washington, attention of yourself, as you have directed.

You inquire when this project was formally accepted by the State Highway Commission. The records show that the job was completed by the contractor on February 4, 1955, and that it was accepted by the State Highway Commission on May 25, 1955.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

NOTED ON CARD
jl

HBG:JMC
cc: C. H. Maison (2)

Mr. Maison:
You are hereby authorized to release immediately all monies due Mr. Laws in connection with this job. Please note that the payments are assigned to the General Casualty Company of America and that the warrants are to be sent to 4347 Brooklyn Avenue, Seattle 5, Washington, attention, A. R. Eby, Claims Department.

HBG

GENERAL
CASUALTY COMPANY
OF AMERICA
SEATTLE 5

H. K. DENT
CHAIRMAN OF THE BOARD
W. L. CAMPBELL
PRESIDENT

May 24, 1955

Oregon State Highway Department
Salem, Oregon

Att: Mr. H.B. Glaisyer, Secretary

Gentlemen:

File 36-112971 - F.O. Flaws, Principal
State Highway Contract #4201

You will find attached our Standard Release Form for the following claims that have been filed against this job:

Claimant	Amount
F.L. Somers	$4,509.01
Interstate Heavy Hauling Company and/or R.A. Heintz Const. Company	312.50
Frank Keffer	977.20
Armco Drainage and Metal Products, Inc.	3,310.80
Floyd Douglas dba Salem Waste Paper Co.	8,500.00

You will notice that the amounts may not agree with the amount of the claim that was filed with your department. However, the release is complete release for all claims against ourselves and the State of Oregon.

In accordance with the assignment that had been furnished to you, we would appreciate your releasing the final payment and retainage to us at this time. Payment should be made to the General Casualty Company of America and sent to 4347 Brooklyn Ave., Seattle 5, Washington, to the attention of the undersigned.

In order for our records to be complete we would appreciate your advice as to the exact date that this job was formally accepted.

Thank you for your attention to this matter.

Very truly yours,

A.R. Eby

A.R. Eby
Claims Department
jms

ANSWERED
H. B. GLAISYER

NOTED ON CARD

RECEIVED
MAY 25 1955
OREGON
STATE HIGHWAY COMMISSION

RELEASE AND ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That, whereas, F. O. Laws,

hereinafter referred to as PRINCIPAL, and General Casualty Company of America, a Washington corporation of Seattle, Washington,

hereinafter referred to as SURETY, executed a bond dated June 8, 1954

in favor of State of Oregon

hereinafter referred to as OBLIGEE, conditioned for the payment of persons supplying labor and material in the prosecution of the work provided in the following contract: Modoc Point to Barclay Springs section of The Dalles - California highway, contract # 4201.

, and,

WHEREAS, certain labor and/or materials, described in the annexed account, were so supplied by the undersigned and have not been paid for by the PRINCIPAL and demand has been made upon the SURETY for payment thereof,

NOW, THEREFORE, the undersigned F. L. Somers

of Medford, Oregon in consideration of the sum of Four thousand five hundred nine and 01/100 - - - - Dollars ($ 4,509.01) paid to the undersigned by the SURETY, the receipt of which is hereby acknowledged, has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto the SURETY, its successors and assigns, to its own proper use and benefit, any and all sums of money now due or to grow due upon the annexed account or otherwise from the PRINCIPAL, and does hereby warrant and affirm that the labor and/or materials, described in the annexed account, were supplied by the undersigned in the prosecution of the work provided for in the contract hereinabove referred to;

And the undersigned does hereby give the SURETY, its successors and assigns, full power and authority for its own use and benefit, but at its own cost, to ask, demand, collect, receive, compound, and release, and in its name or otherwise to prosecute and withdraw any claims, suits or proceedings at law or in equity, therefor;

And for the consideration aforesaid, the undersigned does hereby release and forever discharge the SURETY and OBLIGEE of and from any and all claims and demands of every kind, character and description in law or in equity, which the undersigned has or may hereafter have against SURETY or OBLIGEE by reason of SURETY having become surety on said bond and/or by reason of the failure of the PRINCIPAL to make full payment to the undersigned for all labor and/or materials supplied by the undersigned as aforesaid.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 21 day of May, 1955.

(CORPORATE SEAL)

F. L. Somers

By F L Somers

Its

CA-417 1-51

CORPORATE ACKNOWLEDGMENT

STATE OF ______)
) SS
COUNTY OF ______)

On this ______ day of ______, 19___, before me personally appeared ______, to me known to be the ______ and ______ of ______, the corporation executing the above instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that the seal affixed is the seal of said corporation and that it was affixed and that ______ executed said instrument by order of the Board of Directors of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my OFFICIAL SEAL the day and year first above written.

______

(Notary Public, Residing at ______

(Commission Expires ______)

(SEAL)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Jackson)

On this 21st day of May, 1955, before me personally appeared F L Simmons, to me known and known to me to be the individual(s) described in and who executed the foregoing instrument and acknowledged that he executed the same for the purposes, considerations and uses therein set forth as his voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL, the day and year first above written.

Rita L. Hout

(Notary Public, Residing at Medford, Ore

(Commission Expires 10-7-57)

(SEAL)

RELEASE AND ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That, whereas, F. O. Laws,

hereinafter referred to as PRINCIPAL, and General Casualty Company of America, a Washington corporation of Seattle, Washington,

hereinafter referred to as SURETY, executed a bond dated June 8, 1954 in favor of Oregon State Highway Commision, hereinafter referred to as OBLIGEE, conditioned for the payment of persons supplying labor and material in the prosecution of the work provided in the following contract: Slope grading of the Modoc Point Barkley Springs, section of the Dalles California Highway in Klamath County, Oregon Contract # 4201, and,

WHEREAS, certain labor and/or materials, described in the annexed account, were so supplied by the undersigned and have not been paid for by the PRINCIPAL and demand has been made upon the SURETY for payment thereof,

NOW, THEREFORE, the undersigned Interstate Heavy Hauling Co. and or/ R.A. Heints Construction Co. of Portland, Oregon in consideration of the sum of Three hundred twelve and 50/100 - - - - - - - - - - Dollars ($ 312.50) paid to the undersigned by the SURETY, the receipt of which is hereby acknowledged, has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto the SURETY, its successors and assigns, to its own proper use and benefit, any and all sums of money now due or to grow due upon the annexed account or otherwise from the PRINCIPAL, and does hereby warrant and affirm that the labor and/or materials, described in the annexed account, were supplied by the undersigned in the prosecution of the work provided for in the contract hereinabove referred to;

And the undersigned does hereby give the SURETY, its successors and assigns, full power and authority for its own use and benefit, but at its own cost, to ask, demand, collect, receive, compound, and release, and in its name or otherwise to prosecute and withdraw any claims, suits or proceedings at law or in equity, therefor;

And for the consideration aforesaid, the undersigned does hereby release and forever discharge the SURETY and OBLIGEE of and from any and all claims and demands of every kind, character and description in law or in equity, which the undersigned has or may hereafter have against SURETY or OBLIGEE by reason of SURETY having become surety on said bond and/or by reason of the failure of the PRINCIPAL to make full payment to the undersigned for all labor and/or materials supplied by the undersigned as aforesaid.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 29 day of April, 1955.

Interstate Heavy Hauling Co.

(CORPORATE SEAL)

R. A. HEINTZ CONSTRUCTION CO.
Cece Heintz Sec

By Cece Heintz Partner

Its

CA-417 1-51

RELEASE AND ASSIGNMENT

MAR 31 1955

KNOW ALL MEN BY THESE PRESENTS:

That, whereas, F. O. LAWS,

hereinafter referred to as PRINCIPAL, and General Casualty Company of America, a Washington corporation of Seattle, Washington,

hereinafter referred to as SURETY, executed a bond dated June 8, 1954 in favor of State of Oregon, hereinafter referred to as OBLIGEE, conditioned for the payment of persons supplying labor and material in the prosecution of the work provided in the following contract: Modoc Point to Barclay Springs Section of The Dalles - California highway - Contract #4201, and,

WHEREAS, certain labor and/or materials, described in the annexed account, were so supplied by the undersigned and have not been paid for by the PRINCIPAL and demand has been made upon the SURETY for payment thereof,

NOW, THEREFORE, the undersigned FRANK T. KEFFER of Modoc Point, Oregon in consideration of the sum of Nine Hundred Seventy-seven and 20/100---------------Dollars ($ 977.20) paid to the undersigned by the SURETY, the receipt of which is hereby acknowledged, has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto the SURETY, its successors and assigns, to its own proper use and benefit, any and all sums of money now due or to grow due upon the annexed account or otherwise from the PRINCIPAL, and does hereby warrant and affirm that the labor and/or materials, described in the annexed account, were supplied by the undersigned in the prosecution of the work provided for in the contract hereinabove referred to;

And the undersigned does hereby give the SURETY, its successors and assigns, full power and authority for its own use and benefit, but at its own cost, to ask, demand, collect, receive, compound, and release, and in its name or otherwise to prosecute and withdraw any claims, suits or proceedings at law or in equity, therefor;

And for the consideration aforesaid, the undersigned does hereby release and forever discharge the SURETY and OBLIGEE of and from any and all claims and demands of every kind, character and description in law or in equity, which the undersigned has or may hereafter have against SURETY or OBLIGEE by reason of SURETY having become surety on said bond and/or by reason of the failure of the PRINCIPAL to make full payment to the undersigned for all labor and/or materials supplied by the undersigned as aforesaid.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 30th day of March, 19 55.

(CORPORATE SEAL)

Frank T. Keffer
Frank T. Keffer

By

Its

CA-417 1-51

CORPORATE ACKNOWLEDGMENT

STATE OF ____________________)
) SS
COUNTY OF ____________________)

On this __________ day of ____________________, 19____, before me personally appeared ____________________, to me known to be the __________ and __________ of ____________________, the corporation executing the above instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that the seal affixed is the seal of said corporation and that it was affixed and that __________ executed said instrument by order of the Board of Directors of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my OFFICIAL SEAL the day and year first above written.

____
(Notary Public, Residing at ____________________
(Commission Expires ____________________)

(SEAL)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Klamath)

On this 30th day of March, 1955, before me personally appeared Frank T. Keffer, to me known and known to me to be the individual(s) described in and who executed the foregoing instrument and acknowledged that he executed the same for the purposes, considerations and uses therein set forth as his voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL, the day and year first above written.

T.D. Case
T. D. Case
(Notary Public, Residing at Klamath Falls, Oregon
(Commission Expires June 11, 1955)

(SEAL)

RELEASE AND ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That, whereas, F. C. LAWS,

hereinafter referred to as PRINCIPAL, and General Casualty Company of America, a Washington corporation of Seattle, Washington,

hereinafter referred to as SURETY, executed a bond dated June 8, 1954 in favor of State Of Oregon, hereinafter referred to as OBLIGEE, conditioned for the payment of persons supplying labor and material in the prosecution of the work provided in the following contract: Modoc Point to Barclay Springs section of The Dalles - California highway, contract #4201, and,

WHEREAS, certain labor and/or materials, described in the annexed account, were so supplied by the undersigned and have not been paid for by the PRINCIPAL and demand has been made upon the SURETY for payment thereof,

NOW, THEREFORE, the undersigned Armco Drainage & Metal Products, Inc. of Portland, Oregon in consideration of the sum of Three Thousand Three Hundred Ten and 80/100 - - Dollars ($ 3,310.80) paid to the undersigned by the SURETY, the receipt of which is hereby acknowledged, has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto the SURETY, its successors and assigns, to its own proper use and benefit, any and all sums of money now due or to grow due upon the annexed account or otherwise from the PRINCIPAL, and does hereby warrant and affirm that the labor and/or materials, described in the annexed account, were supplied by the undersigned in the prosecution of the work provided for in the contract hereinabove referred to;

And the undersigned does hereby give the SURETY, its successors and assigns, full power and authority for its own use and benefit, but at its own cost, to ask, demand, collect, receive, compound, and release, and in its name or otherwise to prosecute and withdraw any claims, suits or proceedings at law or in equity, therefor;

And for the consideration aforesaid, the undersigned does hereby release and forever discharge the SURETY and OBLIGEE of and from any and all claims and demands of every kind, character and description in law or in equity, which the undersigned has or may hereafter have against SURETY or OBLIGEE by reason of SURETY having become surety on said bond and/or by reason of the failure of the PRINCIPAL to make full payment to the undersigned for all labor and/or materials supplied by the undersigned as aforesaid.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 28th day of March, 1955.

(CORPORATE SEAL)

ARMCO DRAINAGE & METAL PRODUCTS, INC.

By V. A. Bishop

Its Assistant Secretary

CA-417 1-51

CORPORATE ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Multnomah)

On this 28th day of March, 1955, before me personally appeared D. A. Bishop, to me known to be the Assistant Secretary and of ARMCO DRAINAGE & METAL PRODUCTS, INC., the corporation executing the above instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that the seal affixed is the seal of said corporation and that it was affixed and that he executed said instrument by order of the Board of Directors of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my OFFICIAL SEAL the day and year first above written.

Matt Pouttu
Matt Pouttu
(Notary Public, Residing at Portland, Oregon
(Commission Expires 1-30-56)

(SEAL)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF)
) SS
COUNTY OF)

On this day of , 19 , before me personally appeared , to me known and known to me to be the individual(s) described in and who executed the foregoing instrument and acknowledged that executed the same for the purposes, considerations and uses therein set forth as voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL, the day and year first above written.

(Notary Public, Residing at
(Commission Expires)

(SEAL)

RELEASE AND ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That, whereas, F. O. LAWS, hereinafter referred to as PRINCIPAL, and General Casualty Company of America, a Washington corporation of Seattle, Washington, hereinafter referred to as SURETY, executed a bond dated June 8, 1954 in favor of State of Oregon Highway Department, hereinafter referred to as OBLIGEE, conditioned for the payment of persons supplying labor and material in the prosecution of the work provided in the following contract: Contract Number 4201 Modoc Point-Barkley Springs section of the Dalles-California Highway in Klamath County, Oregon, and,

WHEREAS, certain labor and/or materials, described in the annexed account, were so supplied by the undersigned and have not been paid for by the PRINCIPAL and demand has been made upon the SURETY for payment thereof,

NOW, THEREFORE, the undersigned Floyd Douglas d/b/a Salem Waste Paper Company of 1790 North Front Street, Salem, Oregon in consideration of the sum of Eight Thousand Five Hundred and No/100 Dollars ($ 8500.00) paid to the undersigned by the SURETY, the receipt of which is hereby acknowledged, has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto the SURETY, its successors and assigns, to its own proper use and benefit, any and all sums of money now due or to grow due upon the annexed account or otherwise from the PRINCIPAL, and does hereby warrant and affirm that the labor and/or materials, described in the annexed account, were supplied by the undersigned in the prosecution of the work provided for in the contract hereinabove referred to;

And the undersigned does hereby give the SURETY, its successors and assigns, full power and authority for its own use and benefit, but at its own cost, to ask, demand, collect, receive, compound, and release, and in its name or otherwise to prosecute and withdraw any claims, suits or proceedings at law or in equity, therefor;

And for the consideration aforesaid, the undersigned does hereby release and forever discharge the SURETY and OBLIGEE of and from any and all claims and demands of every kind, character and description in law or in equity, which the undersigned has or may hereafter have against SURETY or OBLIGEE by reason of SURETY having become surety on said bond and/or by reason of the failure of the PRINCIPAL to make full payment to the undersigned for all labor and/or materials supplied by the undersigned as aforesaid.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 16th. day of March, 1955.

(CORPORATE SEAL)

Salem Waste Paper Company

By Floyd Douglas

Its Owner

CA-417 1-51

FOR FILING

18-161

4201

May 3, 1955

General Casualty Co. of America
Portland Branch Office
209 S. W. 4th Avenue
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Gentlemen:

Attached is copy of a claim which has been filed with the Secretary of State by F. L. Somers against F. O. Laws. The claim is for $4,542.73 for Dragline rental furnished in slope grading the Modoc Point-Barkley Springs Section of The Dalles-California Highway in Klamath County.

This information is provided as your Company appears as Surety on the Performance Bond furnished with this contract, which bears our No. 4201.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp
Enclosure

cc F. O. Laws
2315 Broadway Street
Salem, Oregon

Huggins Insurance Agency
373 North Church Street
Salem, Oregon

NOTED ON CARD

MAY 4 1955

FOR FILING

18-1061

4201

May 3, 1955

Honorable Earl T. Newbry
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens, Clerk
Records Division

Dear Sir:

This is to acknowledge receipt of three copies of a claim which has been filed with your office by F. L. Somers against F. O. Laws, in the sum of $4,542.73, being against Contract No. 4201, your File No. 3505.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp

NOTED ON CARD

MAY 4 1955

FOR FILING

18-1161

[illegible]

May 3, 1955

Honorable Earl T. Newbry
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens, Clerk
Records Division

Dear Sir:

This is to acknowledge receipt of three copies of a claim which has been filed with your office by F. L. Somers against F. O. Laws, in the sum of $4,542.73, being against Contract No. 4201, your File No. 3505.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp

NOTED ON CARD

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

April 29, 1955

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of today a notice of claim by F. L. Somers for Dragline rental in the sum of $4542.73, against the bond taken from F. C. [illegible], Principal, and General Casualty Company of America, Surety, for the work of slope grading on the Modoc Point-Barkley Springs Section of The Dalles-California Highway in Klamath County, Highway Contract No. 4201, our file No. 3535.

We are enclosing three copies of the claim for your information and files. Kindly acknowledge receipt of same for our records.

Very truly yours,

EARL T. NEWBRY
Secretary of State

By

Clerk
Records Division

NF:M
Enc.

NOTED ON CARD
JH

RECEIVED
MAY 2 1955
OREGON
STATE HIGHWAY COMMISSION

F. L. SOMERS
GENERAL CONTRACTOR
P. O. Box 668 • Telephone 3-1053
MEDFORD, OREGON

April 28, 1955

Earl T. Newbry
Secretary of State
Public Service Building
Salem, Oregon

Re: Claim against F. O.
Laws on Contract
No. 4201.

Dear Sir:

To Oregon State Highway Department.

Notice hereby is given that the undersigned F. L. Somers has a claim for Dragline rental in the sum of $4542.73 against the bond taken from General Casualty Company of America and F. O. Laws for the work of slope grading on the Modoc Point-Barkley Springs Section of The Dalles-California Highway in Klamath County. Oregon State Highway Contract No. 4201.

F. L. Somers

cc: H. B. Glaisyer
Oregon State Highway Dept.

Copy

F. L. SOMERS
GENERAL CONTRACTOR
P. O. Box 668 ● Telephone 3-1053
MEDFORD, OREGON

April 28, 1955

Earl T. Newbry
Secretary of State
Public Service Building
Salem, Oregon

Dear Sir:

Enclosed is our formal declaration of lien against the bond on Oregon State Highway Contract No. 4201 which I trust you will find in order.

For your information we furnished a 2½ yard shovel to the contractor on this project on a rental basis during the months of November and December 1954 and January 1955.

Very Truly Yours,

F. L. Somers

cc: H. B. Glaisyer ✓
Oregon State Highway Dept.

Copy

RECEIVED
APR 29 1955
OREGON
STATE HIGHWAY COMMISSION

MAY 3 1955

FOR FILING

18-141
4201

May 2, 1955

General Casualty Company of America
209 S. W. 4th. Ave.
Portland 4, Oregon

Re: F. O. Laws
Contbact 4201

Dear Sir:

Persuant to Mr. Victor Risley's conversation with you, I am enclosing an itemized statement of our transactions with Mr. Laws on Oregon State Highway Department Contract No. 4201.

You will note that we did not charge Mr. Laws any return freight on our equipment nor did we charge for the overtime hours he worked the equipment.

Trusting you will find our bill in order for prompt payment, I am,

Very Truly Yours

F. L. Somers

cc: Ore. State Highway Dept.
Victor Risley

NOTED
H. B. GLAISYER

RECEIVED
MAY 3 1955
OREGON
STATE HIGHWAY COMMISSION

COPY

May 2, 1955

Mr. F. O. Laws
2310 No. Broadway
Salem, Oregon

Shovel move from Bandon, Oregon to Modoc Point, Oregon	$1500.00	
Shovel rent 11-8-54 to 12-8-54	2750.00	
Inland Marine Insurance	16.10	
	$4266.10	
Lesscash on Account 12-29-54	2766.10	
Balance 1st months rent		$1500.00
Shovel rent 12-8-54 to 1-8-55	2750.00	
Inland Marine Insurance	16.10	
Shovel rent 1-8-55 to 1-11-55	275.01	
Inland Marine Insurance	1.62	3042.83
BALANCE OF RENT DUE		$4542.83

COPY

FOR FILING

April 25, 1955

Oregon State Highway Commission

Request for extension of time
No. 2
May 25 and 26 meeting

Gentlemen:

Herewith a request from F. O. Lowe for an extension of time on the Modoc Point-Barkley Springs Slope Grading Contract No. 4201, from January 31, 1955 to and including February 4, 1955.

You have previously approved an extension from November 30, 1954 to January 31, 1955, without penalty, due to an increase in quantities and anticipated slides. The additional four-day extension requested at this time will not increase the cost nor cause any inconvenience to the Department.

It is recommended that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attachment

cc Mr. H. G. Smith

EAP gm

FOR FILING

18-1[illegible]

4401

April 7, 1955

General Casualty Company of America
Seattle 5, Washington

Attention: Donald E. Spickard, Legal Department

Gentlemen:

This acknowledges your letter of April 6, together with four executed copies of assignments given by contractor, F. O. Laws, to the General Casualty Company of America, assigning all monies now due or which may hereafter become due him in connection with State Highway Contract No . 4261, grading and paving the West Hood River Connection, and Contract No. 4401, for slope grading on the Modoc Point-Barkley Springs Section.

These appear to be satisfactory, and we will honor them. Warrants hereafter issued in connection with both jobs will be forwarded to General Casualty Company of America as assignee.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:mm

cc: C. H. Maison
Floyd Query

Mr. Maison:

I attach three copies of each of the assignments mentioned above. I have retained the original of each for the Highway Commission's files. I believe that we have a "stop payment" on future payments until claims have been satisfied, so please do not release any warrants until further advised by this office.

Mr. Query:

Attached hereto is the original of each of the above mentioned assignments. Will you please have Mrs. Lewis record them on the respective cards and insert them in the proper contracts. We will not release any of the warrants until the claims have been satisfied.

HBG.

NOTED ON CARD

9(

GENERAL
CASUALTY COMPANY
OF AMERICA

SEATTLE 5

H. K. DENT
CHAIRMAN OF THE BOARD
W. L. CAMPBELL
PRESIDENT

April 6, 1955

Oregon State Highway Department
Salem, Oregon

Attention Mr. H. B. Glaisyer, Secretary

Gentlemen:

State Highway Contracts Nos. 4261 and
4201 - F. O. Laws, Contractor - Our 36-112971

Enclosed are ~~original and~~ four executed copies of assignments of the balance due under these two contracts in the form prepared by you at the time of my visit to your office.

We anticipate that we should have the claims on these jobs cleared up within the next sixty days so that payments due can be released to us.

Very truly yours,

Donald E. Spickard

Donald E. Spickard
Legal Department
rj-enc.

RECEIVED
[illegible] 7 1955
STATE HIGHWAY COMMISSION

ACKNOWLEDGE
H. B. GLAISYER

NOTED ON CARD

FOR FILING

18 116

[illegible]

March 16, 1955

General Casualty Company of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by Frank T. Keffer against F. O. Laws on highway contract No. 4201 for slope grading on the Modoc Point-Barkley Springs Section of the Dalles-California Highway in Klamath County.

The claim is in the sum of $977.20 for labor furnished in constructing a rock wall.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:do
Attach.

cc: Mr. F. O. Laws
2315 Broadway Street
Salem
Oregon

NOTED ON CARD

FOR FILING

18-1061

4201

March 16, 1955

Hon. Earl T. Newbry
Secretary of State
Salem, Oregon

ATTENTION: Geo. C. Stephens

Dear Sir:

Thank you for your letter of March 14th to which was attached a copy of a claim filed with your office by Frank T. Keffer against F. O. Laws, for labor performed on state highway contract No. 4201. The amount of the claim is $977.20 and bears your file No. 3496.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dc

NOTED ON CARD

JF

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

Lee W Stephens

REFERRED TO
BY SECRETARY

gf

RECEIVED
MAR 16 1955
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 31 1955
FOR FILING

(To the Secretary of State)
Salem Oregon

Notice hereby be given that the undersigned. Frank T. Heffer Sub-Contractor, Has a Claim for, Labor on State Highway Contract No. 4206 In the Sum of $977.20 against The Bond taken from The General Casualty Company of America. Through Higgins Insurance Agency. For the work on Mission Rubble Rock Wall at the Rate of $12.00 a Cubic Yard.

Frank T. Heffer
P.O. Box 42
Mahoe Point Ore

File No. 3496.

FILED
MAR 14 1955
EARL T. NEWBRY
SECRETARY OF STATE

March 15th
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OMMISSION

NOTED ON CARD

RECEIVED
MAR 31 1955
FOR FILING

March 16, 1955

F. L. Somers
General Contractor
P. O. Box 668
Medford, Oregon

Dear Sir:

We have received a carbon copy of your letter of March 15th addressed to the General Casualty Company of America concerning your claim in the sum of $4,542.73 against F. O. Laws on contract No. 4201 for slope grading on the Modoc Point-Barkley Springs Section of The Dalles-California Highway in Klamath County.

Our records show that this contract was completed February 4, 1955, but has not yet been accepted by the Commission.

We note that your claim has been filed with the surety, but if you feel it necessary to protect your claim against the bond for a period longer than six months following completion of the contract and acceptance by the Commission, it is suggested that you file your claim with the Secretary of State.

Attached are excerpts from the Oregon Laws outlining the procedure for such a filing.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dc
Attach.

NOTED ON CARD

March 15,1955

General Causalty Co. of America
209 S.W.Ave.
Portland 4,Oregon

Att: Mr G.E.Burnett

Dear Sir,

I am enclosing a copy of our last statement to F.O.Laws for equipment rental furnished him on Oregon State Hwy. Contract # 4201, for Slide Correction on U.S.Hwy. 97 at Modoc Point,Oregon.

It is my understanding that you are furnishing the Bond on this project and since Mr Laws, seemingly is unable to take care of this account at this time,we would greatly appreciate a check from you to cover it.

REFERRED TO
BY SECRETARY

Very Truly Yours,

F.L.Somers

FLS:egs

cc: H.B.Glaisyer,Sec
Oregon State Hwy. Comm.
Salem,Oregon

cc: F.O.Laws
2310 No. Broadway
Salem,Oregon

NOTED ON CARD

COPY

RECEIVED
MAR 16 1955
OREGON
STATE HIGHWAY COMMISSION

March 1,1955

F.O.Laws
2310 No. Broadway
Salem,Oregon

STATEMENT

Balance past due -------------------- $ 4542.73

COPY

RECEIVED
MAR 16 1955
OREGON
STATE HIGHWAY COMMISSION

ECEIVED
MAR 9 1955
OR FILING

18-1261
4201

March 8, 1955

General Casualty Company of America
Portland Branch Office
209 S. W. Fourth Avenue
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Gentlemen:

We have received a letter from Mr. Frank Keffer, P. O. Box 42, Modoc Point, Oregon, advising us that Mr. F. O. Laws owes him the sum of $977.20 for dry rubble masonry construction on the Modoc Point-Barkley Springs Section of The Dalles-California Highway in Klamath County, known as Highway Contract No. 4201. Mr. Keffer states that his original bill was in the sum of $1,477.20 but a payment has been made in the amount of $500.

We provide this information as your Company appears as surety on the Performance Bond furnished for this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp

cc Huggins Insurance Agency
Mr. F. O. Laws

NOTED ON CARD

MAR 9 1955
FOR FILING

18-1161

4201

March 8, 1955

Mr. Frank Keffer
P. O. Box 42
Modoc Point, Oregon

Dear Sir:

This is to acknowledge your letter of March 2 in which you state that you have a claim against F. O. Laws in the amount of $977.20. Your claim apparently pertains to State Highway Contract No. 4201 for slope grading on the Modoc Point-Barkley Springs Section of The Dalles-California Highway in Klamath County.

The General Casualty Company of America, through Huggins Insurance Agency, 373 North Church Street, Salem, furnished the Performance Bond with this contract. The bond is given to assure satisfactory completion of the contract and the payment of all bills incurred in it. The State does not make payments directly to claimants but we do advise the surety and the contractor that the claim has been received and make a note of the claim in our records. This contract was completed February 4, 1955 but has not yet been accepted by the Highway Commission.

If you wish to protect your claim for a period longer than six months following completion of the contract and acceptance by the Commission, it is suggested that you file your claim with the Secretary of State. We are attaching excerpts from the Oregon Laws outlining the procedure for such filing.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp
Attach.

NOTED ON CARD

MAR 9 1955
FOR FILING

18-1061
4201

~~Mr. R. H. Baldock~~

March 2 - 1955

Mr. H. B. Gaisyer, Seet State Hwy Bldg.

I, Frank Keffer, Sub Contractor, did dry rubble masonry construction rock wall at Modoc Point-Barkley Springs Project, Contract #4201.

Inspected and passed by Jas. G. Toole, Resident Engineer State Highway Dept. Klamath Falls Oregon.

The sum of 123.1 cubic yards of rock in wall at $12.00 a cubic yard. The total sum of $1,477.20 less $500.00 Dollars drawn on job from Mr. F. O. Lave. Balance of $977.20.

/s/ Frank Keffer Subcontractor

P. O. Box 42 Modoc Point Ore.

COPY

NOTED
State Highway Engineer

RECEIVED
MAR 9 1955
FOR FILI

18-16

42 1

[illegible] 1955

Mr H B. Geiger. Sect State Hwy Bldg.
I. Frank Keller Sub Contractor.
[illegible] Rubble Masonry Construction
Rock wall. at [illegible]
Whitney Springs Project. Contract #4201.
Inspected and [illegible] by
[illegible] Resident Engineer
State Highway Dept. Klamath Falls
Oregon.
The sum of 122.1 Cubic yards
of Rock [illegible] at $12.50 a
Cubic yard. The [illegible] sum of
$1,477.20 [illegible] $5.00 [illegible]
[illegible] Mr [illegible]
Balance of $977.20.
Frank Keller Subcontract
[illegible] have [illegible]

NOTED ON CARD

4201

Secretary

FHG:fp

Attach.

cc Huggins Insurance Agency
F. C. Lowe

NOTED ON CARD

RECEIVED
MAR 9 1955
FOR FILING

18-1061
4[illegible]-1

March 7, 1955

General Casualty Co. of America
Portland Branch Office
209 S. W. Fourth Avenue
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Gentlemen:

Attached are copies of three claims filed with the Secretary of State by Armco Drainage and Metal Products, Inc., against F. O. Laws, as follows:

> Claim for sight posts in the sum of $37.90, against Highway Contract No. 4048, for grading the Interstate Bridge approach unit on the Columbia River Highway in Hood River County.
>
> Claim for Flexbeam Guard Rail, concrete sight posts and end wings, in the sum of $3,310.80, against Highway Contract No. 4201, for slope grading on the Modoc Point-Barclay Springs Section of The Dalles-California Highway in Klamath County.
>
> Claim for concrete culvert pipe in the sum of $174.50 against Contract No. 4261 for grading and paving the West Hood River Connection of the Columbia River Highway in Hood River County.

We furnish this information as your Company appears as surety on the Performance Bonds furnished with these three contracts.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp

Attach.

cc Huggins Insurance Agency
F. O. Laws

NOTED ON CARD

ARMCO DRAINAGE & METAL PRODUCTS, INC.

NORTH PACIFIC DIVISION

2321 S. E. GLADSTONE STREET PORTLAND 2, OREGON

March 2, 1955

Secretary of State
State of Oregon
Salem, Oregon

Dear Sir:

Notice hereby is given that the undersigned, Armco Drainage & Metal Products, Inc. has a claim for Flexbeam Guard Rail, concrete sight posts, and end wings in the sum of Three Thousand Three Hundred and Ten Dollars and Eighty Cents, ($3,310.80) against the bond taken from F. O. Laws and General Casualty Co. for the work of Oregon State Highway Contract Number 4201, Modoc Point to Barclay Springs Section of US 97.

Very truly yours,

ARMCO DRAINAGE & METAL PRODUCTS, INC.

Duran B. Souls

Credit Supervisor
North Pacific Division

Duran B. Souls:me

SECRETARY OF STATE
RECEIVED
MAR [illegible]
EARL T. NEWBRY

FILED
MAR 3 1955
EARL T. NEWBRY
SECRETARY OF STATE

RECEIVED
MAR 10 1955
FOR FILING

18-1061
4201

March 7, 1955

Honorable Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir:

Thank you for your letter of March 3 to which was attached three copies each for three claims filed with your office by Armco Drainage & Metal Products, Inc., against F. O. Laws, as follows:

Contract No. 4048, your file No. 3488, in the sum of $37.50.

Contract No. 4201, your file No. 3489, in the sum of $3,310.80.

Contract No. 4261, your file No. 3490, in the sum of $174.50.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp

MAR 8 1955
FOR FILING

18-1061
4201

MR. W. C. WILLIAMS

EARL T. NEWBRY
Secretary of State
Salem, Oregon

March 3, 1955

W. C. WILLIAMS

Mr. H. B. Glaisyer, Secretary
State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed the following notices of claim by Armco Drainage & Metal Products, Inc.

Claim for sight posts in the sum of $37.50, against the bond taken from F. O. Laws, Principal, and General Casualty Co. Surety, Highway Contract No. 4048, our file No. 3488.

Claim for Flexbeam Guard Rail, concrete sight posts and end wings in the sum of $3,310.80, against the bond taken from F. O. Laws, Principal, and General Casualty Co. Surety, Highway Contract No. 4201, our file No. 3489.

Claim for Concrete Culvert Pipe in the sum of $174.50, against the bond taken from F. O. Laws, Principal, and General Casualty Co. Surety, Highway Contract No. 4261, our file No. 3490.

We are enclosing three copies of each claim for your information and files. Kindly acknowledge receipt of same for our records.

Very truly yours,

EARL T. NEWBRY
Secretary of State

By /s/ Geo C. Stephens
Clerk
Records Division

Enc.

COPY

RECEIVED
MAR 8 1955
FOR FILING

REFERRED TO [illegible]
BY SECRETARY

record on card

March 4, 1955

General Casualty Company of America
Seattle 5, Washington

Attention: Mr. A. R. Eby
Claims Department

Gentlemen:

Just received is your registered letter of March 1, 1955 requesting that no further payments be made to F. O. Laws in connection with his contract with the Oregon State Highway Commission, No. 4201, for slope grading the Modoc Point-Barkley Springs Section of The Dalles-California Highway, Klamath County, without your written prior consent and approval. We shall be pleased to comply with your request, and are instructing our Chief Auditor today accordingly.

In the third paragraph of your letter you request that we continue to forward to you copies of claims that are filed with the State Highway Commission against this job. That is standard practice for this department and we are glad to respond.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: General Casualty Company of America
Lincoln Building
209 S. W. 4th Avenue
Portland 4, Oregon

Attention: Mr. Stan S. Maves
Claims Department

C. H. Maison (2)
F. Query

NOTED ON CARD

GENERAL
CASUALTY COMPANY
OF AMERICA
SEATTLE 5

H. K. DENT
CHAIRMAN OF THE BOARD
W. L. CAMPBELL
PRESIDENT

March 1, 1955

REGISTERED MAIL
RETURN RECEIPT REQUESTED

Oregon State Highway Department
Salem, Oregon

Attention: Mr. H. B. Glaisyer,
Secretary.

Gentlemen:

Our Bond 279559
Principal: F. O. Laws
Contract: Slope Grading on the Modoc Point-Barkley
Springs Section of The Dalles-California Highway
Klamath County, Oregon
State Highway Contract No. 4201

We are the surety for F. O. Laws of Salem, Oregon, on their bond guaranteeing the performance of the work and payment for labor and material on this job. We have been notified of the contractor's inability to pay the obligations incurred by him in the completion of the work on this job.

In view of these unpaid materialmen and subcontractors, some of which have filed claims with you, and because of the assignment given to us by the contractor, at the time the bond was written, of all moneys due or to become due under the contract in the event of default, and pursuant to our rights as surety, we ask that you make no further payments to the contractor without our prior written consent and approval.

We are attempting to investigate this situation more thoroughly and we shall advise you of our position at the time our investigation is completed. Please continue to forward to us copies of any claims for unpaid material or labor that are brought to your attention.

Very truly yours,

A. R. Eby

A. R. Eby
Claims Department
owb

RECEIVED
[illegible] 1955
STATE HIGHWAY COMMISSION

NOTED ON CARD

[illegible]
H. B. GLAISYER

RECEIVED
MAR 1 1955
FOR FILING

18-1061
4201

February 25, 1955

General Casualty Company of America
Lincoln Building
209 S. W. 4th Avenue
Portland 4, Oregon

Attention: Mr. Stan S. Maves
Claims Department

Gentlemen:

Received in today's mail was another claim against F. O. Laws, Contract No. 4201, for slope grading on the Modoc Point-Barkley Springs Section of The Dalles-California Highway, Klamath County. This claim is that of Salem Waste Paper Company, Mr. Floyd Douglas, whose address is 1790 North Front Street, Salem, Oregon. Mr. Douglas states that he did dump truck work for Mr. Laws, and that there is still due and owing him for such service the sum of $9, 200.

In checking the record I believe that this is a duplication of a claim that was filed on January 24, 1955.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: F. O. Laws
2315 Broadway Street
Salem, Oregon

NOTED ON CARD

RECEIVED
MAR 1 1955
FOR FILING

18 - 1061
4201

February 25, 1955

General Casualty Company of America
Lincoln Building
209 S. W. 4th Avenue
Portland 4, Oregon

Attention: Mr. Stan S. Maves
Claims Department

Gentlemen:

Received in today's mail was another claim against F. O. Laws, Contract No. 4201, for slope grading on the Modoc Point-Barkley Springs Section of The Dalles-California Highway, Klamath County. This claim is that of Salem Waste Paper Company, Mr. Floyd Douglas, whose address is 1790 North Front Street, Salem, Oregon. Mr. Douglas states that he did dump truck work for Mr. Laws, and that there is still due and owing him for such service the sum of $9, 200.

In checking the record I believe that this is a duplication of a claim that was filed on January 24, 1955.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: F. O. Laws
2315 Broadway Street
Salem, Oregon

NOTED ON CARD

February 25, 1955

Salem Waste Paper Company
1790 North Front Street
Salem, Oregon

Attention: Mr. Floyd Douglas

Gentlemen:

Your letter, which inadvertently was dated February 19, 1954 and which was sent to Huggins Insurance Agency, Salem, has been forwarded to the State Highway Commission. In your letter you call attention to your claim against F. O. Laws for dump truck work in connection with his contract with the State Highway Commission, Contract No. 4201 for slope grading the Modoc Point-Barkley Springs Section of The Dalles-California Highway in Klamath County. It is noted that Mr. Laws still owes you the sum of $9, 400.

The Highway Commission has not yet made final settlement with Mr. Laws for this work; in fact such final payment will not be made until released by the General Casualty Company of America, surety on the bond furnished by Mr. Laws in connection with this job. The General Casualty Company has requested that we withhold final payment until they have an opportunity to check on outstanding claims. I would suggest that you bring your claim to the attention of the General Casualty Company, Mr. Stan S. Maves, Claims Department, whose offices are Lincoln Building, 209 S. W. 4th Avenue, Portland 4, Oregon, and that you should do so immediately.

I would also suggest, if you have not already done so, that you file your claim with the Secretary of State in conformity with the provisions of the Oregon statutes covering such matters, a copy of which I enclose for your ready reference.

In accordance with our usual practice I am also calling your claim to the attention of the General Casualty Company.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc
Enclosure-1

NOTED ON CARD

Salem Oregon
Feb 17 - 1954

ANSWERED
H. B. GLAISYER

To Oregon State Highway Commission
Mr H.B. Glaisyer - Secretary - Salem

Notice is hereby given that the undersigned Floyd Douglas D.B.A. Salem Waste Paper Co, has a claim for the balance due on Dump Truck work on the Modoc - Barkley Springs Job - Contract # 4201 on the Dalles - California Highway

My Trucks did this complete job which a Mr Joe Fowle - Res. Engr. at Klamath Falls give me 2335 Truck Hours at five dollars a hour. I have been paid $475 in Sept and $2,000 in Jan-55

This job is completed, with all truck labor & bills inc. paid for my part. I took this job with the understanding I get the full price when the State paid it which is now due

I have the sum of $9200 against the bond taken from the General Casualty Co. of America, through their Agent Huggins Insurance Agency 373 North Church St Salem, due for the work on highway contract # 4201 Klamath Falls Area

Salem Waste Paper Co
Floyd Douglas
1790 N. Front St. - City

NOTED ON CARD

~~RECEIVED
FEB 24 1955
HUGGINS INSURANCE AGC'Y.
SALEM, OREGON~~

RECEIVED
FEB 25 1955
OREGON
STATE HIGHWAY COMMISSION

Mr. Query:
I attach hereto the original of Mr. Maves' letter. Please have Mrs. Lewis record it on the card for this job.

HBG

NOTED ON CARD

FOR FILING

18-1161
4201

Mrs Le

February 24, 1955

General Casualty Company of America
Lincoln Building
209 S. W. 4th Avenue
Portland 4, Oregon

Attention: Mr. Stan S. Maves
Claims Department

Gentlemen:

In your letter of February 23, 1955, just received, you request that further payments to contractor F. O. Laws for work performed on State Highway Contract No. 4201, slope grading on the Modoc Point-Barkley Springs Section of The Dalles-California Highway, Klamath County, be held up pending investigation by you of three claims that have been filed with the State Highway Commission against this job, aggregating $10,893.84.

We shall be pleased to comply with your request, and I am instructing our Chief Auditor accordingly.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc
cc: C. H. Maison (2)
F. Query

Mr. Maison:
I attach hereto two photo copies of Mr. Maves' letter for your records.

HBG

Mr. Query:
I attach hereto the original of Mr. Maves' letter. Please have Mrs. Lewis record it on the card for this job.

HBG

NOTED ON CARD

GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE CO. OF AMERICA
GENERAL CASUALTY COMPANY OF AMERICA
SAFECO® INSURANCE CO. OF AMERICA
HOME OFFICES—SEATTLE 5, WASHINGTON

H. K. DENT
CHAIRMAN OF THE BOARD
W. L. CAMPBELL
PRESIDENT

PORTLAND SERVICE OFFICE
TEL: ATWATER 3123
LINCOLN BUILDING
PORTLAND 4, OREGON
209 S.W. 4TH AVENUE

February 23, 1955

Oregon State Highway Department
Salem, Oregon

Attention: Mr. H. B. Glaisyer, Secretary

Re: 36-112,971 F. O. Laws

Gentlemen:

This letter acknowledges yours of February 18, 1955, directed to our Mr. G. H. Burnett, wherein you advise the State Highway Commission is prepared to release semi-final payment to F. O. Laws on contract #4201, for slope grading on the Modoc Point-Barkley Springs Section of the The Dalles-California Highway in Klamath County. This payment, in the amount of $6,454.91, to be released to the contractor on or after February 28, 1955.

As you further relate, there are three claims filed against this project, aggregating $10,893.84.

Our phone conversation of this date acknowledged your letter; also requested you to hold up on the above referred to payment to F. O. Laws until such time as this company gives release to so proceed with the payment. We request this "Hold" to give us an opportunity to contact F. O. Laws and secure an assignment which will enable us to pay the monies to the respective creditors on this particular job.

Your kind cooperation in this matter is greatly appreciated.

H. B. GLAISYER

Very truly yours,

Stan S. Maves

Stan S. Maves
Claims Department
e.
cc: HO Claims - Mr. Art Eby
Salem Claims - Mr. Ray Stommel
PSO Surety - Mr. G. H. Burnett

RECEIVED
FEB 24 1955
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD

RECEIVED
MAR 1 1955
FOR FILING

18 – 1061

Mrs Lew

Salem, Oregon
February 23, 1955

Mr. C. H. Maison
Chief Auditor

Dear Mr. Maison:

Confirming our teletalk conversation a few moments ago, will you kindly withhold further payments to F. O. Laws in connection with State Highway Contract No 4401, slope grading on the Modoc Point-Barkley Springs Section on The Dalles-California Highway. This is at the request of the contractor's surety. I will let you know immediately when advised by the surety that it is satisfactory to release this payment.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:mm

cc: Goldie Lewis

NOTED ON CARD

RECEIVED
FEB 21 1955
FOR FILING

[illegible]

February 18, 1955

REGISTERED MAIL

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Dear Sir:

The State Highway Commission is prepared to release semi-final payment to F. O. Laws on contract No. 4201, for slope grading on the Modoc Point-Barkley Springs Section of the The Dalles-California Highway in Klamath County. This payment, in the amount of $6,454.91, will be released to the contractor on or after February 28, 1955. The retained percentage is $1,556.29.

There are three claims filed against this project aggregating $10,893.84, of which you have been previously notified.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

Form B-1-[illegible]

18-1061

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending February 5, 1955

Section Modoc Point-Barkley Springs

Highway The Dalles-California

Contractor F.O. Laws

Date of contract June 8, 1954

Date work started August 30, 1954

Amount of contract $57,300.00

Kind of work Slope Grading

Section prefix 18-1061-900

Contract number 4201

Date of completion July 31, 1954

Estimated date of completion January 30, 1955

Per cent of time elapsed 455 %

Estimated cost of completed project, exclusive of engineering $61,700.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 4,200, 100 %

Date project was completed February 4, 1955

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Project is now complete.

Construction of the rock wall was completed on February 4th and final estimate is being submitted today.

Final report.

NOTED
OSCAR CUTLER

NOTED

NOTED
B. A. MARTIN

RECEIVED
FEB 1955
OFFICE OF
CONSTRUCTION ENGINEER

Signed Jos. G. Toole, Resident Engineer

Address P.O. Box 1090, Klamath Falls, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	1.39				
Miles partially completed					
Miles completed	1.39				
Total estimated quantities	30,000				
Estimated quantities moved or placed to date	60,000				
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	4				

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., Trucks . 1............, ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Cloudy with Showers		
Monday	Cloudy with Snow Flurries		
Tuesday	" " " "		
Wednesday	Cold and Clear		
Thursday	" " "		
Friday	Cloudy with Snow Flurries		
Saturday			

State Printing

FEB 16 1955

18-1061
4201

February 2, 1955

Mr. J. G. Toole
Resident Highway Engineer
Klamath Falls, Oregon

Dear Sir:

This is to advise you that at the meeting of the Highway Commission January 19, 1955, an increase in project authorization of $12,000.00 was approved for the Modoc Point-Barkley Springs Section in Klamath County, Contract No. 4201.

The present construction authorization is $60,712.50. This amount should be used on all future reports.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

cc: W. E. Chandler

DDP:tb

RECEIVED
FEB 3 1955
FOR FILING

18-1161
-1.01

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

February 2, 1955

Mr. F. C. Laws
3315 Broadway St.
Salem, Oregon

Dear Sir:

The State Highway Commission at its meeting held on January 18 had under discussion your request for an extension of time from November 30, 1954 to January 31, 1955 within which to complete your contract No. 4201, for slope grading on the Rocky Point-Barkley Springs Section of the Dalles-California Highway in Klamath County.

We are pleased to inform you that the State Highway Commission granted your request without penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: [illegible] Chandler,
Division Engineer

[illegible] Toole,
Resident Engineer

[illegible] Smith,
Construction Engineer

JAN 31 1955
FOR FILING

18-10 61
4201

January 26, 1955

General Casualty Company of America
209 S. W. Fourth Avenue
Portland, Oregon

Gentlemen:

We have received a letter from Floyd Douglas, 1730 North Front Street in Salem in which he writes that Mr. F. O. Laws owes him the sum of $9,200.00 for truck work performed on State Highway Contract No. 4201. This contract was awarded to Mr. Laws for work on the Modoc Point-Barkley Springs Section of The Dalles-California Highway in Klamath County. Mr. Douglas states that he has received partial payment from Mr. Laws but there is still owing to him the sum of $9,200.00.

This information is furnished as your company appears as surety on the performance bond for this contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdm

cc - Mr. F. O. Laws
2315 Broadway Street
Salem, Oregon

NOTED ON CARD

FOR FILING

18-1061

4201

January 26, 1955

Mr. Floyd Douglas
1790 N. Front Street
Salem, Oregon

Dear Sir:

Your letter of January 24 advises us that you have a claim against F. C. Laws on Contract No. 4201 in the amount of $9,200.00 for truck rental.

This contract is known as the Modoc Point-Barkley Springs Section of The Dalles California Highway in Klamath County.

The General Casualty Company of America through their agent, Huggins Insurance Agency, 373 North Church Street, Salem, furnished the performance bond for this contract, which bond is given to assure satisfactory completion of thejob and the payment of all bills incurred in it.

The State does not make payments direct to subcontractors or other claimants, but we do keep a record of all of these claims and advise the surety and the contractor that they have been received.

We have not been notified officially that the contract has been completed, but if you wish to take action to protect your claim against the bond for a period longer than six months following completion of the contract and acceptance by the Commission, we suggest that you file your claim with the Secretary of State. This procedure is not difficult and is explained in the excerpt of Oregon Laws which we have attached.

As stated, we will notify the bonding company, but you might also present your claim to them and see if an early payment might not be obtained through the bonding company.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

NOTED ON CARD

FAQ:mdm
Attach.

ECEIVED
FOR FILING

18-1061

4201

Salem, Oregon
January 24, 1955

Mr. H. B. Glaisyer
Secty - Hwy. Com.
Hwy. Office Bldg.

Dear Sir:

I am writing this letter in regards to a State Highway job on which my Dump Trucks done the complete job which was finished about the 12th of this month.

The job is Contract No. 4201 Modoc Point-Barcley Springs at Klamath Lake on the main highway. My trucks has done this work for Mr. Ferris O. Laws of Salem. I have no written contract he just told me I could have the complete hauling for the price the State pays.

I have received the first estimate sheet 95 hours at $5 - $475.00
with a check for $475.00 in September. In part of October, Nov., Dec.
and part of January I run the job for him and received my money for his
men and parts for his machinery. He promised to send me my money and
I never received it. January 24 I called the Resident Engineer at
Klamath Falls and he says I have 2335 truck hours at $5 $11675.00 for
the job. I collected 2,000 on the Jan 22 and he tells me Ill take a
check each month for the balance of $9,200.00 he owes for this work.

Mr. Laws received a check for $16,634.00 for last mo estimate
#5, and tried not to pay me anything. and I can't see where he will be
able to pay this money he owes me, he says he'll sell a D8 Cat.

Could you tell me what to do about this matter please if the
State, Bonding Co., or would I have to engage an attorney. If I have
to hire an attorney I furnished the Pickup truck on this job over six
hundred hours for him to, if it cost me an attorney fee I'll have to
charge for it also.

Salem Waste Paper Co Trucks

/s/ Floyd Douglas
1790 N. Front St.
Salem

Estimate #5 1983 hrs - 9915.00
Estimate #6 352 hrs

RECEIVED
JAN 31 1955
FOR FILING

18-1061
4201

January 25, 1955

General Casualty Company of America
209 S. W. Fourth Avenue
Portland, Oregon

Gentlemen:

We have received a letter from Interstate Heavy Hauling Company, 211 Northeast Columbia Boulevard, Portland 11, stating that F. O. Laws owes them the sum of $1,250.00 for moving a shovel onto what appears to be Contract No. 4201 awarded to Mr. Laws for slope grading the Modoc Point-Barkley Springs Section of The Dalles-California Highway in Klamath County. This claim, they state, was incurred during the months of September, October and November, 1954.

This information is furnished as your company appears as surety on the performance bond furnished with the contract mentioned.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdm

cc - Mr. F. O. Laws
2315 Broadway Street
Salem, Oregon

NOTED ON CARD

RECEIVED
JAN 31 1955
FOR FILING

18-441
411

January 25, 1955

Interstate Heavy Hauling Co.
211 N. E. Columbia Boulevard
Portland 11, Oregon

Attention: Mr. Ace Heintz

Gentlemen:

This is to acknowledge your letter of January 20th in which you state that Mr. F. O. Laws owes you $1,250.00 for moving a shovel. The contract to which you refer is, apparently, No. 4201 awarded to Mr. F. O. Laws for slope grading on the Modoc Point-Barkley Springs Section of The Dalles-California Highway in Klamath County. This contract has not been completed but an extension of time has been granted to January 31, 1955.

If you feel that it is necessary to protect your claim for a period longer than six months following completion of the contract and acceptance by the Commission, it is suggested that you file your claim with the Secretary of State. Attached are excerpts from the Oregon Laws outlining the necessary procedure.

Your claim will be noted in our records and we will advise the contractor and the surety that it has been received.

In your letter we note that you have already filed a claim with the surety.

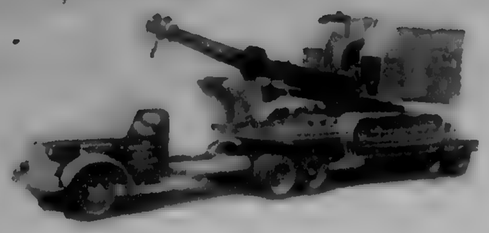
Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdm
Attach.

NOTED ON CARD



INTERSTATE HEAVY HAULING CO.
~~8101 N. E. Union Avenue~~
211 N. E. COLUMBIA BLVD.
PORTLAND, 11, OREGON
ACE HEINTZ PHONE TRINITY 1172 R. A. HEINTZ

January 20, 1955

4201

Oregon State Highway Commission,
State Highway Office Bldg.,
Salem, Oregon

Attn: H. B. Glaisyer, Secretary

Dear Mr. Glaisyer:

Please refer to the contract negotiated with a Mr. F. O. Laws of Salem relative to the removal of a slide near Modoc Point, Oregon, and known to us only as the "Tallus Slide" job. Work proceeded at this location during the months of September, October, and November, 1954.

May we ask that you consider this letter a formal claim against any moneys due Mr. Laws under the above described contract. The amount of the claim is specificially named at $1,250.00.

We are enclosing a copy of a letter forwarded to the General Insurance Company of Americas Agent in Salem this date, filing formal claim against the surety bond covering the aforementioned job.

Your acknowledgment of our filing of this claim with the Oregon State Highway Commission is respectfully requested.

Yours very truly,

INTERSTATE HEAVY HAULING CO.

Ace Heintz

Ace Heintz

H/d

REFERRED TO
SECRETARY

[illegible] note on [illegible]

RECEIVED
JAN 21 1955
STATE HIGHWAY COMMISSION

ECEIVED
JAN 25 1955
FOR FILING

18-1161
4201

January 21, 1955

Hon. Earl T. Newbry
Secretary of State
Capitol

Attention: Mr. George C. Stephens

Dear Sir:

Thank you for your letter of January 18th to which was attached three copies of a claim filed with your office by Cascade Industrical Supply, Inc., against F. O. Laws. The claim is in the amount of $443.84 pertaining to State Highway Contract No. 4201, your file No. 3474.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:mdm

NOTED ON CARD

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

Jan. 18, 1955

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of this date a notice of claim by Cascade Industrial Supply, Inc., for wire rope in the amount of $443.84 against the bond taken from F. O. Laws, Principal, General Casualty Company of America, Surety, Huggins Insurance Agency, Agents, for State Highway Contract #4201 for slope grading on the Modoc Point-Barkley Spring Section of The Dalles-California Highway, our file No. 3474.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

EARL T. NEWBRY
Secretary of State

By Geo. Stephens
Clerk
Records Division

NF:M
Enc.

FOR FILING

18-1061

4201

January 21, 1955

General Casualty Company of America
209 S. W. Fourth Avenue
Portland, Oregon

Gentlemen:

Attached is a copy of a claim filed with the Secretary of State by Cascade Industrial Supply, Inc., in the sum of $443.84 for wire rope furnished to Mr. Laws on State Highway Contract No. 4201 for slope grading on the Modoc Point-Barkley Springs Section of The Dalles-California Highway in Klamath County.

This information is provided as your company appears as surety on the performance bond furnished for this contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdm
Attach.
cc:
Mr. F. C. Laws
2315 Broadway Street
Salem, Oregon

NOTED ON CARD

CASCADE INDUSTRIAL SUPPLY, INC.

MILL, LOGGING AND CONTRACTORS SUPPLIES AND EQUIPMENT

515 Market Street
Klamath Falls, Oregon

Highway 199
Grants Pass, Oregon

Highway 99 South
Redding, California

Klamath Falls, Oregon
January 17, 1955

Secretary of State
Salem,
Oregon

To Secretary of State, State of Oregon:

Notice is hereby given that the undersigned, Cascade Industrial Supply, Inc., has a claim for wire rope in the amount of $442.84 against the bond taken from the General Casualty Company of American through Huggins Insurance Agency, 373 North Church Street, Salem, Oregon, for State highway contract #4201 for slope grading on the Modoc Point-Barkley Spring Section of The Dalles-California Highway awarded to F. O. Lars.

CASCADE INDUSTRIAL SUPPLY, INC.

Signed by: E. WOODWARD
(E. Woodward)

Title: OFFICE MANAGER
(Office Manager)

EW:dw

cc: Huggins Insurance Agency
373 North Church Street
Salem, Oregon

ENDORSED
File No. 3474
Filed January 18, 1955
EARL T. NEWBRY, Secretary of State

RECEIVED
FOR FILING

FORM E30—50M—4-54—74366

18-1161

4201

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 20, 1955

SUBJECT:

To: Memo to the File

NOTED
W. C. WILLIAMS

W. E. Chandler notified me by phone today that the Modoc Point-Barkley Springs slope grading contract, No. 4201, would probably overrun the contract authorization by approximately 9%.

The original authorization was $48,712.50. Increase amount of $10,060 was requested at the January, 1955, meeting of the Highway Commission, making a total of $58,772.50. It is this amount that is expected to overrun.

Forrest Cooper
Ass't. Construction Engineer

FC:jv

cc: W. C. Williams

RECEIVED
1955
FOR FILING

FORM E30—50M—4-54—74366

18-1161

4201

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 20, 1955

SUBJECT:

To: Memo to the File

NOTED
W. C. WILLIAMS

W. E. Chandler notified me by phone today that the Modoc Point-Barkley Springs slope grading contract, No. 4201, would probably overrun the contract authorization by approximately 9%.

The original authorization was $48,712.50. Increase amount of $10,060 was requested at the January, 1955, meeting of the Highway Commission, making a total of $58,772.50. It is this amount that is expected to overrun.

Forrest Cooper
Ass't. Construction Engineer

FC:jv

cc: W. C. Williams

JAN 20 1955
FOR FILING

18-1061
[illegible]

January 14, 1955

General Casualty Company of America
209 S. W. Fourth Avenue
Portland, Oregon

Gentlemen:

A letter has been received from the Cascade Industrial Supply, Inc., 515 Market Street, Klamath Falls, stating that F. O. Laws owes them $443.[illegible]4 for supplies purchased while working on a State Highway project near Algoma. Apparently, the contract to which they refer is our No. 4201, awarded to F. O. Laws for slope grading on the Modoc Point-Barkley Springs Section of The Dalles-California Highway in Klamath County.

This information is provided as your company appears as surety on the performance bond furnished for the contract mentioned.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAG:mdm

cc - Mr. F. O. Laws
2315 Broadway Street
Salem, Oregon

NOTED ON CARD

JAN 20 1955

FOR FILING

18-1061

4201

January 14, 1955

Cascade Industrial Supply, Inc.
P. O. Box 330
Klamath Falls, Oregon

Attention: Mr. H. H. Pernell, Manager

Gentlemen:

This is in reply to your letter of January 13 in which you state that F. O. Laws Construction Company owes you $443.84 for supplies purchased while working on a highway project near Algoma.

State Highway Contract No. 4201 for slope grading on the Modoc Point-Barkley Springs Section of The Dalles-California Highway was awarded to F. O. Laws. We have not yet been notified that the contract has been completed. The General Casualty Company of America through Huggins Insurance Agency, 373 North Church Street, Salem, furnished the bond with this contract, which bond is given to assure completion of the contract and payment of all bills incurred in its prosecution.

In order to protect your claim against the bond for a period longer than six months following completion of the contract and acceptance by the Commission, it is suggested that you file your claim with the Secretary of State. Attached are excerpts from the Oregon Laws outlining the necessary procedure for this filing.

The State does not make payments direct to claimants but we will note the claim in our record and we will also advise the contractor and the surety that it has been received.

It might be well, also, to file a copy of your claim with the bonding company.

Very truly yourw

OREGON STATE HIGHWAY COMMISSION

Secretary

NOTED ON CARD

FAQ:mdm
Attach.

CASCADE INDUSTRIAL SUPPLY, INC.

MILL, LOGGING AND CONTRACTORS SUPPLIES AND EQUIPMENT

515 MARKET STREET
KLAMATH FALLS, OREGON

HIGHWAY 199
GRANTS PASS, OREGON

HIGHWAY 99 SOUTH
REDDING, CALIFORNIA

Klamath Falls, Oregon
January 13, 1955.

4201

Mr. H. B. Glaisyer
Stage Highway Dept.
Salem, Oregon.

Dear Sir:

We would like to be on record that the F.O.Laws Construction Company is indebted to our company, in the amount of $443.84, for supplies purchased from us while working on a State highway project near Algoma, Oregon.

Would you kindly advise us what action is necessary that would assure us of collecting this money; either from the bonding company or from funds still to be paid to Mr. Laws by the State of Oregon.

If you would give us this information it would be greatly appreciated and we would be in a position to know how to proceed with collecting.

Yours very truly,

CASCADE INDUSTRIAL SUPPLY, INC.

H H Pernell

BY: H. H. Pernell, Manager

HHP:dw

RECEIVED
[illegible] '55

DEC 29 1954
FOR FILING

18-1041
4201

December 28, 1954

Request for extension of time
No. 15
January 18 and 19 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from F. O. Laws for an extension of time on the slope grading project on the Modoc Point-Barkley Springs Section of The Dalles-California Highway, Contract No. 4201, from November 30, 1954 to January 31, 1955.

Because of slides and overbreak on this contract, the contract work has been increased approximately 20 per cent and is not due to any fault of the contractor. I, therefore, recommend the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attachment

cc Mr. H. G. Smith

HGS lg

FOR FILING

18-1061

4201

December 21, 1954

Oregon State Highway Commission

Gentlemen:

In the removal of unstable talus material on the Modoc Point-Barkley Springs Section, Contract No. 4201, it has been found necessary to remove considerably more material than we originally thought necessary.

The project authorization was approximately $48,700, and it now appears that the cost will be $60,700. It is respectfully requested that you approve additional project authorization in the amount of $12,000 on Contract No. 4201.

This matter will be on the next agenda.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith
Mr. S. H. Probert
Mr. C. H. Maison

WCW:me 1g

NOV 15 1954
FOR FILING

18-1061
4201

November 8, 1954

Mr. F. G. Laws
2315 Broadway St.
Salem, Oregon

Dear Sir:

The State Highway Commission at its meeting held on October 28, 1954 had under discussion your request for an extension of time, from July 31, 1954 to November 30, 1954, within which to complete your contract No. 4201, for slope grading on the Modoc Point-Barkley Springs Section of the The Dalles-California Highway in Klamath County.

We are pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

[illegible], Secretary
OREGON STATE HIGHWAY COMMISSION

By
Lloyd Query, Assistant Secretary

fl

cc: Wm. [illegible] Chandler,
Division Engineer

J. G. Toole,
Resident Engineer

R. G. Smith,
Construction Engineer

RECEIVED
OCT 13 1954
FOR FILING

18-1.6
4.1

October 12, 1954

Oregon State Highway Commission

Request for extension of time
No. 17
October 28 and 29 Meeting

Gentlemen:

Herewith is a request from F. O. Lane for an extension of time on the Modoc Point-Barkley Springs Slope Grading Contract, No. 4201, from July 31, 1954 to November 30, 1954.

This project was awarded on June 8, 1954, but work was not started until August 30, 1954. Although the project was not started until after the specified completion date, extreme hazard to traffic during the tourist season was considerably reduced, and the contract has been progressing very well since the work has started.

The delay will not cause an increase in cost and I recommend that the extension be granted without penalty.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

cc Mr. H. G. Smith

HGS: fp

FORM E-30 [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

August 26, 1954
Salem, Oregon

SUBJECT: Misc. C & A
File 1385

To:

Mr. H. B. Glaisyer
Secretary
O F F I C E

Dear Mr. Glaisyer:

Herewith I hand you fully executed duplicate original of agreement dated August [illegible], 1954, covering the relocation of The California-Oregon Power Company on the Modoc Point-Barkley Springs section of the Dallas-California Highway, in Klamath County, together with letter from Mr. V. W. Hammond, Distribution Superintendent, transmitting the same.

Very truly yours,

J. W. DeSouza
J. W. DeSOUZA
Assistant Counsel

JWD:mv
Enclosure
cc: Mr. W. C. Williams

REFERRED TO
BY SECRETARY

[illegible] CY [illegible] 1385

[illegible]
FOR FILING

12-106

420

THE CALIFORNIA OREGON POWER COMPANY

IN REPLY PLEASE REFER
TO OUR FILE NUMBER

MEDFORD, OREGON

August 24, 1954

RECEIVED
AUG 26 1954
LEGAL DEPT.

Oregon State Highway Commission

Salem, Oregon

MISC. CONTRACTS and AGREEMENTS No. 1385

Attention: Mr. J. W. DeSouza
Assistant Counsel

Subject: O.S.H.D. File
Misc. C & A 1385

Dear Sir:

In reference to your letter of August 19, 1954, please find attached the duplicate original of Agreement dated 9 August 1954 covering the relocation of Copco's facilities on the Modoc Point - Barkley Springs section of the Dallas - California Highway.

This Agreement has been executed by Copco officials and the original has been retained in our files.

Very truly yours,

THE CALIFORNIA OREGON POWER COMPANY

V. W. Hammond

V. W. HAMMOND
Distribution Superintendent

THN/sc
Attachment

RECEIVED
AUG 20 1954
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

18-1061

4201

August 19, 1954

NOTED
W. C. WILLIAMS

The California-Oregon Power Company
Medford, Oregon

Attention: Mr. C. D. Wood

File Misc. C & A 1385
Moving California-Oregon Power Poles
Modoc Point-Barkley Springs Section
The Dalles-California Highway

Dear Mr. Wood:

Herewith I hand you original and duplicate copy of agreement covering the matter of relocation of COPCO's poles and fixtures on the Modoc Point-Barkley Springs Section of The Dalles-California Highway. Both copies have been executed by the State Highway Commission and it is anticipated that after execution by the California-Oregon Power Company one complete copy will be returned to this office.

In returning the copies to you which have been executed by the Highway Commission, I wish to invite your attention to the letter from this office of July 21, 1954, so that the circumstances under which the Commission has executed the instrument will be thoroughly understood.

Very truly yours,

C. W. ENFIELD

By
J. W. DeSOUZA
Assistant Counsel

JWD:mb
Encs. 2

cc: Mr. W. C. Williams ✓

FOR FILING

18-1061
4201

2315 Broadway St.
Salem, Oregon
August 23, 1954

8 18 Oregon State Highway Dept.
Salem, Oregon

Dear Sirs:

In reference to your letter of August 18; I will start moving equipment to the Modoc Point project #4201 this week and begin work immediately.

Very truly yours,
F O Laws
F.O. Laws

Copies made for
W. G. Smith
H. E. Chandler

NOTED
State Highway Engineer

RECEIVED
AUG 24 1954
OREGON
STATE HIGHWAY COMMISSION

FOR FILING

12-441
4201

NOK 3[illegible]

August 18, 1954

Mr. F. C. Lawe
2890 Blossom Drive
Salem, Oregon

Dear Sir:

On June 8 the State Highway Commission awarded to you Contract No. 4201, Modoc Point-Barkley Springs slope grading project in Klamath County. The completion date on this project was stipulated as July 31, 1954.

To date you have made no effort to start work on this project, and your failure to do so is causing hazard and also additional expense to the State Highway Commission by reason of falling rocks which the proposed improvement will eliminate.

This letter is to advise you that unless you start work on this project within 10 days of the receipt of this letter and continue to prosecute the same in a vigorous manner it will be necessary that you be declared in default on your contract, and your bonding company will be requested to take over and complete the project in a satisfactory and expeditious manner.

Please advise by return mail your schedule for the performance of this contract.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams
Mr. H. G. Smith
Mr. W. E. Chandler
Huggins Insurance Agency, Agent
(General Casualty Company of America
373 North Church Street, Salem, Oregon)

WCW:me fp

FORM E-30 25M 9-51 [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Bend, Oregon
August 4, 1954

[illegible]
W. C. WILLI

SUBJECT: F. O. Laws' Contracts No.
4048 and 4201

To:
Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

L

Dear Sir:

I would like to call your attention to the F. O. Laws Contract No. 4048, in Hood River County, Interstate Bridge Approach Unit, Hood River-Mosier, on the Columbia River Highway. As you know, the progress has been exceedingly poor on this project. The original date of completion is long past, it was June 30, 1954. I am attaching a newspaper article from Hood River.

Also, I wish to call your attention to the same party's contract No. 4201, Modoc Point-Barkley Springs section in Klamath County. His date of completion on this project is July 31, 1954. To date he has made no move to do anything on this project, I would, therefore, recommend that this contract be turned over to the bonding company at once.

Very truly yours,

WM. E. CHANDLER
Division Engineer

WEC:me

RECEIVED
AUG 5 1954
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
FORREST COOPE

[illegible]

States Have Proved Road Work Capabilities

We can well understand [illegible] of representatives of the [illegible] governors' conference in New York state [illegible] President Dwight Eisenhower's [illegible] of massive federal [illegible] up.

The governors [illegible] could continue [illegible] cheaper than the federal [illegible] on the basis [illegible] control [illegible] would mean less waste. [illegible] to encourage [illegible] building, the governors suggested that the federal [illegible] out of the gas [illegible] building business. [illegible] down of the president's [illegible] somewhat soothed [illegible] and both [illegible] eral participants [illegible] could [illegible] together over the [illegible]

[illegible]

[illegible]

NOTED
DEAN S

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AUG 19 1954
FOR FILING

18-1061
42 1

Salem, Oregon
August 18, 1954

R. H. Baldock
State Highway Engineer

Dear Mr. Baldock:

This note is simply to remind you that the Commission wants you to notify contractor F. O. Laws to immediately start work on his contract for slope grading on the Modoc Point-Barkley Springs Section of The Dalles-California Highway, Contract 4201; otherwise, the Commission will declare him in default.

You were also asked by the Commission to inform the Portland-Salmon River Highway Association of the Commission's program for further improvement of the Pacific Highway West and the Salmon River Highway between Portland and Otis Junction when the program is adopted. This program was adopted by the Commission while in The Dalles on August 14, but there is some question as to the amount that is to be set up to replace the Newberg Bridge with a fill.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

SEP 24 1954
FOR FILING

15-1

files

Salem, Oregon
August 17, 1954

File Misc. C & A 1385
Moving California-Oregon Power Poles
Modoc Point-Barkley Springs Section
The Dalles-California Highway

Mr. J. W. DeSouza
Assistant Counsel
Office

Attached are two copies of an agreement with the California Oregon Power Company covering moving of poles on the Modoc Point-Barkley Springs Section of The Dalles-California Highway in Klamath County. These copies have been executed by the State Highway Commission and are now ready for the signatures of the Power Company.

When fully executed please return one copy to this office for the Commission's files.

Secretary

rm
Attach: 2

Giv. 8-21-54

Mr. Baldock
By W. W. STIFFLER

as explained by Mr. DeSousa the agreement appears O.K. - and should be signed.

GON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

REFERRED TO
[illegible]
By State Highway Engineer
ok

Salem, Oregon
August 2, 1954

SUBJECT: File Misc. C&A 1385
Moving California-Oregon Power Poles
Modoc Point-Barkley Springs Section
The Dalles-California Highway

s
hway Engineer

ams:

Herewith I am returning to you original and first copy of agreement with California-Oregon Power Company covering moving of poles on the Modoc Point-Barkley Springs Section of The Dalles-California Highway in Klamath County, which agreements have been returned to Mr. Enfield by Mr. Stiffler with the comment that Mr. Baldock will not approve the State's obligation in paragraph 6 on page 2.

This agreement came to the Legal Department with a memorandum from you dated June 30, 1954, with the advice that the matter is urgent as the contract has been let and it is desired to have the poles moved as soon as possible.

There is no doubt that paragraph 6 is undesirable, but, in view of the stated urgency it was not thought that it would be desirable to enter into a prolonged dispute with COPCO regarding the obligations covered in the paragraph. An examination of the record shows that on this unit between Modoc Point and Barkley Springs an agreement was executed with the Highway Commission on April 22, 1952, which contained an identical clause.

On July 21st, a communication was addressed to the California-Oregon Power Company at Medford, Oregon, attention Mr. C. D. Wood, acknowledging receipt and examination of the instrument, a copy of which is forwarded to you herewith. Probably a copy of this should previously have been sent you. In the letter it was tried to make clear the position of the Department that it should not in any sense be considered as a precedent affecting situations where no Federal lands are involved. In addition to the urgency of the matter, considerable inducement to the approval of the instrument as to form arose out of the fact that Power Companies are granted rights of way across Indian reservations, which probably are equal in strength to the rights of way which are granted for highways. This created a situation in which we were unable to say that the Power Company could occupy the highway right of way only by the rights granted by the State of Oregon, and that such occupancy would necessarily be subject to the limitations and conditions provided by the legislature of this state.

Very truly yours,

J. W. DeSouza
J. W. DeSOUZA
Assistant Counsel

JWD:mb
Enc. 2
cc: Mr. C. W. Enfield

FORM E-30 25M 9-51 53319

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

REFERRED TO
[illegible] State Highway Engineer
OK

Salem, Oregon
August 2, 1954

SUBJECT: File Misc. C&A 1385
Moving California-Oregon Power Poles
Modoc Point-Barkley Springs Section
The Dalles-California Highway

To: Mr. W. C. Williams
Deputy State Highway Engineer
OFFICE

Dear Mr. Williams:

Herewith I am returning to you original and first copy of agreement with California-Oregon Power Company covering moving of poles on the Modoc Point-Barkley Springs Section of The Dalles-California Highway in Klamath County, which agreements have been returned to Mr. Enfield by Mr. Stiffler with the comment that Mr. Baldock will not approve the State's obligation in paragraph 6 on page 2.

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Very truly yours,

J. W. DeSouza
J. W. DeSOUZA
Assistant Counsel

JWD:mb
Enc. 2
cc: Mr. C. W. Enfield

-123 60M REVISED 3-53

COMMISSIONERS
R. CHANDLER, CHAIRMAN
OOS BAY
S. H. REYNOLDS, MEMBER
LA GRANDE
K. McIVER, MEMBER
PORTLAND
B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

July 21, 1954

The California-Oregon Power Company
Medford, Oregon

Attention: Mr. C. D. Wood

File Misc. C&A 1385
Moving California-Oregon Power Poles
Modoc Point-Barkley Springs Section
The Dalles-California Highway

Dear Mr. Wood:

Your letter of June 25, 1954, transmitting three copies of proposed agreement with reference to moving poles on The Dalles-California Highway has been referred to the Commission's Legal Department for examination.

Under the first recital it is stated that the State is relocating and reconstructing the Barkley Springs-Algoma Section. This section includes portions of the highway both inside and outside of the Indian Reservation and the project now actually being taken is between Modoc Point and Barkley Springs and does not extent so far south as Algoma. We are making the necessary corrections in this regard.

At this time it is desired to call your particular attention to paragraph 6 on page 2, which would obligate the Highway Commission to pay the cost of any subsequent moving of the location of the poles. If the section of highway were not upon public lands objection would be made to this provision for the reason that your company would be occupying the highway right of way by legislative franchise and would be subject to all of the conditions and limitations of such legislative grant. It is fundamental that when franchises are granted by the Legislature no county, municipality, or State Board or Commission can enlarge or vary the specific terms and limitations contained in the legislative enactment.

However, in the present instance the State Highway Commission occupies its right of way by authority of the Federal Government and, at most, has an easement for public highway purposes. We, therefore, are recommending the form in the present instance, but it should be clearly understood that this is not to be considered as a precedent to be applicable under different circumstances.

REFERRED TO

C. W. Enfield

By W. W. STIFFLER

Mr. Baldock will not approve the States' obligation in Par-6- Page 2

RECEIVED
JUL 30 1954
LEGAL DEPT.

Y DEPARTMENT

ESPONDENCE

n

4

RECEIVED
JUL 22 1954
LEGAL DEPT.

File Misc. C & A 1385
Moving California-Oregon Power Poles
Modoc Point-Barkley Springs Section
The Dalles-California Highway

on by the State Highway Commission
ement with the California-Oregon Power
Company covering the moving of poles on the Modoc Point-Barkley Springs Section of The Dalles-California Highway in Klamath County.

After execution by the Commission, please return both copies direct to me for further handling.

Very truly yours,

J. W. DeSouza

J. W. DeSOUZA
Assistant Counsel

JWD:mb
Encs. 2

cc: Mr. W. C. Williams

Filed 8-27-54

AUTHORIZED BY HIGHWAY COMMISSION
DATE
Secretary

Return to
[illegible]

sale of auth-
[illegible] sig.
[illegible]

get data from
C&A 1385
7-6-

Y DEPARTMENT
ESPONDENCE

n
4

RECEIVED
JUL 22 1954
LEGAL DEPT.

File Misc. C & A 1385
Moving California-Oregon Power Poles
Modoc Point-Barkley Springs Section
The Dalles-California Highway

Secretary, Highway Commission
OFFICE

Dear Mr. Glaisyer:

Herewith I hand you for execution by the State Highway Commission original and first copy of agreement with the California-Oregon Power Company covering the moving of poles on the Modoc Point-Barkley Springs Section of The Dalles-California Highway in Klamath County.

After execution by the Commission, please return both copies direct to me for further handling.

Very truly yours,

J. W. DeSouza

J. W. DeSOUZA
Assistant Counsel

JWD:mb
Encs. 2

cc: Mr. W. C. Williams

Filed 8-27-54

AUTHORIZED BY HIGHWAY COMMISSION
DATE
H B Glaisyer
SECRETARY

REFERRED TO ~~Query~~

BY SECRETARY

please insert date of auth. – then get m [illegible] sig. & mail to Commission –

get date from C&A 1385

HBG

7-6-

Y DEPARTMENT

ESPONDENCE

RECEIVED
JUL 22 1954
LEGAL DEPT.

File Misc. C & A 1385
Moving California-Oregon Power Poles
Modoc Point-Barkley Springs Section
The Dalles-California Highway

To: Mr. H.
Secretary, Highway Commission
OFFICE

Dear Mr. Glaisyer:

Herewith I hand you for execution by the State Highway Commission original and first copy of agreement with the California-Oregon Power Company covering the moving of poles on the Modoc Point-Barkley Springs Section of The Dalles-California Highway in Klamath County.

After execution by the Commission, please return both copies direct to me for further handling.

Very truly yours,

J. W. DeSouza

J. W. DeSOUZA
Assistant Counsel

JWD:mb
Encs. 2

cc: Mr. W. C. Williams

Filed 8-27-54

AUTHORIZED BY HIGHWAY COMMISSION
DATE
H B Glaisyer
SECRETARY

FORM E-30 25M 9-51 63215

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

RECEIVED
JUL 22 1954
LEGAL DEPT.

Salem, Oregon
July 21, 1954

SUBJECT: File Misc. C & A 1385
Moving California-Oregon Power Poles
Modoc Point-Barkley Springs Section
The Dalles-California Highway

To: Mr. H. B. Glaisyer
Secretary, Highway Commission
OFFICE

Dear Mr. Glaisyer:

Herewith I hand you for execution by the State Highway Commission original and first copy of agreement with the California-Oregon Power Company covering the moving of poles on the Modoc Point-Barkley Springs Section of The Dalles-California Highway in Klamath County.

After execution by the Commission, please return both copies direct to me for further handling.

Very truly yours,

J. W. DeSouza

J. W. DeSOUZA
Assistant Counsel

JWD:mb
Encs. 2

cc: Mr. W. C. Williams

Filed 8-27-54

AUTHORIZED BY HIGHWAY COMMISSION
DATE
H B Glaisyer
SECRETARY

RECEIVED

FOR FILING

Salem, Oregon
June 30, 1954

Mr. C. W. Enfield

The attached agreement has been prepared by The California Oregon Power Company to cover the removal and re-establishment of eight power poles required to permit construction of a highway project on The Dalles-California Highway. We acknowledge our obligation to pay for the moving of these poles, and $3,000 was set up and approved by the Commission in the project authorization to provide for payment of the moving costs.

Will you please check the agreement and advise as to its satisfactoriness for presentation to the Commission for execution.

This matter is urgent, as the contract has been let and we desire to have the poles moved as soon as possible.

W. C. Williams

WCW:me

Encl.

RECEIVED
JUN 30 1954
FOR FILING

[illegible]

4201

June 29, 1954

Mr. F. O. Laws
2315 Broadway St.
Salem, Oregon

Dear Sir:

We enclose herewith for your files a fully executed copy of contract No. 4201, which was awarded to you June 8 by the State Highway Commission, for slope grading on the Modoc Point-Barkley Springs Section of the The Dalles-California Highway in Klamath County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

OR FILING

18-1141

4201

AGENDA
JUN 23 1954

3a-19

June 8, 1954

Mr. F. O. Laws
2673 Portland Road
Salem, Oregon

Dear Mr. Laws:

The State Highway Commission on May 12, 1954 accepted your proposal for the Modoc Point-Barkley Springs Slope Grading Project in Klamath County for the sum of $37,000.00 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions were satisfied. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 4201.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms our telephone conversation with Mrs. Laws today.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By
Floyd Query, Assistant Secretary

FQ:jmc

cc: R. G. Savage (SIAC)
H. G. Smith
S. H. Probert
Goldie Lewis

E.R.

EIVED
1954
OR FILING

-1061

201

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 8, 1954

SUBJECT: Modoc Point-Barclay Springs
Klamath County

To: Mr. W. C. Williams
Deputy State Highway Engineer
OFFICE

NOTED
W. C. WILLIAMS

Rights of way for this project have been secured and as far as this department is concerned, the contract may be awarded.

R. L. Porter
R. L. PORTER
Right of Way Engineer

RLP/fn

RECEIVED
JUN 8 1954
OFFICE OF
STATE HIGHWAY ENGINEER

VED
1954
LING

May 13, 1954

Mr. F. O. Laws
2673 Portland Road
Salem, Oregon

Dear Mr. Laws:

The State Highway Commission on May 12, 1954 accepted your bid in the amount of $37,000.00 for the Modoc Point-Barkley Springs Slope Grading Project on The Dalles-California Highway north of Klamath Falls in Klamath County, which was the low bid received for that job. The Commission referred the bid to the Engineer with authority to award the contract to you as soon as certain conditions have been satisfied.

I enclose for your immediate information a copy of the proposal form pertaining to this job for use by you pending receipt of the contract and bond forms. Your attention is particularly called to the paragraphs on page 5 under the heading "Restriction on Commencement of Work".

Respectfully yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By

Floyd Query, Assistant Secretary

ehr

cc S. H. Probert
H. G. Smith
R. G. Savage, SIAC

Enclosure

R FILING

No. 3

February 4, 1954

Oregon State Highway Commission

Gentlemen:

In rebuilding The Dalles-California Highway between Modoc Point and Barkley Springs the new highway was reconstructed along the route of the old highway, but the straightening and widening of the highway resulted in high cut banks in talus rock deposits. Ever since the construction was completed there have been material hazard to traffic and costly maintenance by reason of boulders in the loose talus rolling down onto the roadway. This condition has not decreased, and it appears that corrective measures will be necessary.

We estimate that it will cost $60,000 to construct a terraced bench along near the top of the cut slope to provide a means of stopping rolling rock before reaching the highway. This rolling rock can be removed from this terraced bench from time to time as excessive amounts accrue. We estimate this work to cost $60,000 and have no item in our budget to care for the same. However, we do have an estimated saving of $30,000 in approved oiling projects in Division No. 4 as contained in the 1954 betterment budget. We also have an item of $30,000 for the construction of climbing lanes on The Dalles-California Highway in Wasco County. There is a more vital need for the above described project, and we would like to transfer this money to make up the necessary $60,000 to construct the terraced bench on the Modoc Point-Barkley Springs Section.

This matter will be on the next agenda.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith
Mr. C. H. Maison

WCW:me fp

FORM E-30 20M 9-51 82818

[illegible]

[illegible]

[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 4, 1954

SUBJECT: The Dalles-California Highway - Modoc Point

To: Mr. W. W. Stiffler
Assistant State Highway Engineer
OFFICE

Dear Sir:

In the State Construction Program for 1954 there are funds set up for two items in Division 4 which Mr. Wm. E. Chandler reports can be omitted, and money made available for another project:

1.	Climbing lane in Wasco County - - - - - - - - - - - - - -	$ 30,000
2.	Oil Shoulders on The Dalles-Cal., M.P. 180-197	34,000
	Total	$ 64,000

No. 2 is already included in Division 4 oiling contract, with funds set up, and Mr. Chandler wishes to defer No. 1.

At Modoc Point, the high rocky slope is causing trouble. About 100 feet of the rock protection wall has been destroyed by falling rocks, and it is necessary to have a night patrol from Fall to Spring.

Mr. S. P. Jones reports $6,170 spent during 1953, and $3,500 spent in December '53 and January '54, cleaning slides from behind rock walls, mostly on the two rock cuts south of Modoc Point.

Mr. Chandler recommends benching the top of slope at a cost of about $60,000, as a very desirable State Construction Project, and, I understand, he is preparing the plans.

Very truly yours,

E A Collier
E. A. Collier
Maintenance Engineer

NOTED
W. C. WILLIAMS

EAC:IH (in duplicate)
cc: W. C. Williams
Forrest Cooper
Wm. E. Chandler

[illegible] to Commission
WCW

NOTED
W. W. STIFFLER

RECEIVED
[illegible] 1954

308-1702 Brookings (Pac. & Hillside 1954
Avenues) Paving Proj.
#4202

RECEIVED
SEP 19 1957
FOR FILING

[illegible]

4202

September 18, 1957

Mr. David R. Fortier
Attorney at Law
P. O. Box 1158
Brookings, Oregon

Dear Mr. Fortier:

Pursuant to your request of September 13, I enclose a certified copy of State Highway Contract No. 4202 with K. F. Jacobsen and Company, Inc., for paving the Brookings Section (Pacific and Hillside Avenues) in Curry County.

There is no charge for this copy.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

Encl.

RECEIVED
SEP 1[illegible] 1957
FOR FILING

308-1702

4202

September 18, 1957

Mr. David R. Fortier
Attorney at Law
P. O. Box 1158
Brookings, Oregon

Dear Mr. Fortier:

Pursuant to your request of September 13, I enclose a certified copy of State Highway Contract No. 4202 with K. F. Jacobsen and Company, Inc., for paving the Brookings Section (Pacific and Hillside Avenues) in Curry County.

There is no charge for this copy.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

Encl.

RECEIVED
SEP 19 1957
FOR FILING

308-1702

4202

September 18, 1957

Mr. David R. Fortier
Attorney at Law
P. O. Box 1158
Brookings, Oregon

Dear Mr. Fortier:

Pursuant to your request of September 13, I enclose a certified copy of State Highway Contract No. 4202 with K. F. Jacobsen and Company, Inc., for paving the Brookings Section (Pacific and Hillside Avenues) in Curry County.

There is no charge for this copy.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

Encl.

September 17, 1957

Mr. David R. Fortier
Attorney at Law
P.O. Box 1158
Brookings, Oregon

Dear Mr. Fortier:

Just received is your letter of September 13, 1957, requesting a certified copy of State Highway contract #4202 with K. F. Jacobsen & Company, Inc., for paving the Brookings Section of Pacific and Hillside Avenues in your City.

Such certified copy is now being prepared and will be forwarded to you in tommorrow's mail.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ds

SAMUEL A. HALL
DAVID R. FORTIER

LAW OFFICES
of
SAMUEL A. HALL
CENTRAL BUILDING
BROOKINGS, OREGON

P. O. Box 1158
Phone 2121

September 13, 1957

H.B. Glaisyer, Secretary
Oregon State Highway Commission,
Salem, Oregon

Re: Contract No. 4202- K.F. Jacobsen, Inc.

Dear Sir:

There is a matter pending in the Circuit Court of the State of Oregon for the County of Curry in which K.F. Jacobsen, Inc. is plaintiff and Leroy Weideman is defendant. This case is coming on for trial very shortly.

Your contract No. 4202 with K.F. Jacobsen, Inc. will be material evidence at that trial although the rights of the State of Oregon are in no way affected.

It is our purpose in writing to obtain a certified copy under 43.330(6) O.R.S. of that contract and of the Standard Specifications, issue of September 15, 1940.

May we call your attention to the r equirements of Sec. 43.470 O.R.S. with respect to the certification necessary for such documents to become admissible in court.

I am sure that you are familiar with the requirements. We do have an unexecuted copy of this contract which we can send to you for such certification if it will save time and expense and if you are in a position to do so.

We would appreciate a prompt response.

Very truly yours,

David R. Fortier

David R. Fortier

DRF:mb

RECEIVED
SEP 1[illegible] 1957
OREGON
STATE [illegible]

ANSWERED
H. B. GLAISYER

Form A-190 10M 3-54

NOTED
Harold C. [illegible]

INVOICE

Oregon State Highway Department

Salem, Oregon

NOTED
J. W. CATTRALL

RECEIVED
JAN 2[illegible] 1955
ENGINEER
CO[illegible] CITY RELATIONS

Invoice No.	37622
Date	January 24, 1955
Your Req. No.	
Billing Request No.	[illegible]29
Credit distribution:	308-1702-295

City of Brookings
Brookings, Oregon

Attn: Mrs. Gladys Kanick, Recorder

Agreed City of Brookings's share of 1953 Special City Allotment project for paving Pacific and Hillside Ave., covered by agreement dated June 26, 1953. City to pay all costs in excess of $15,000.

NOTED
J. F. HAGLMANN

Advance Deposit		1,700.00
Total cost attached schedule	15,269.25	
Less agreed State Share	15,000.00	269.25
To be refunded		1,430.75

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

JDG:mm
Att.

cc: J. W. Cattrall

RECEIVED
JAN 25 1955
FOR FILING

300 - 1702
4282
5617

January 21, 1955

Mrs. Gladys Kanick
City Recorder
Brookings, Oregon

Dear Madam:

This is to acknowledge receipt of your letter of January 13th re final costs for the Special City Allotment project on Pacific and Hillside Avenues in Brookings.

Final costs for this project are now available and the agreed City share of the total cost, as shown in the attached statement, is $269.25. As the initial deposit made by the City for this project was $1,700 a balance of $1,430.75 will be refunded to the City within the next two-week period. This refund will be in the form of a check from our Accounting Division.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

JDG:mm
Att.

cc: J. W. Cattrall

OREGON STATE HIGHWAY DEPARTMENT
ITEMIZED STATEMENT OF FINAL COSTS
BROOKINGS CITY ALLOTMENT PROJECT
CONTRACT NO. 4202
PAVING ON PACIFIC AND HILLSIDE AVENUES

January 21, 1955

PAYMENTS TO CONTRACTOR

Item	Quantity		@	Total
1. 3/4"-0 material in leveling course	343	c.y.	$ 4.00	$ 1,372.00
2. Sprinkling	13	M/Gal	5.00	65.00
3. 3/4"-0 material in binder course	60	c.y.	6.00	360.00
4. RC-3 asphalt in binder course	8.765	Tons	62.50	547.81
5. Class "B" asphaltic concrete	991.525	Tons	11.25	11,154.66

SUBTOTAL CONTRACT ITEMS...	$13,499.47
Construction Engineering	$ 1,322.61
Survey	447.17
Total Cost...	$15,269.25
Less Agreed State Share...	15,000.00
City's Share..	$ 269.25
City's Advance Deposit.	$ 1,700.00
Less City Share...	269.25
BALANCE DUE CITY...	$ 1,430.75

JDG:mm

ASSIGNMENT

Date: **January 17, 1955** No. 5617 By MCM

Description: **Letter from Gladys Kanick, City Recorder, Brookings, Ore., 1-13-55, asking for final paving engineering costs on Pacific and Hillside Aves.**

Acknowledged by____ Referred to L. Cattrall

__ Investigate and report with recommendation
__ Such action as necessary and report
__ Comment or recommendation
XX Return with rough draft of reply
__ Prepare reply for signature of Mr.________
__ Contact correspondent and report

PLEASE RETURN TO
W. C. WILLIAMS

Remarks:

Executed 1-21-55 Report Received________
mc

BROOKINGS
ss, OREGON

GLADYS KANICK
City Recorder

O. D. ARP
Bldg. Inspector

WILLIAM B. BROWN
Chief of Police

HANS G. NELSON
Municipal Judge

CHAS. ECHOLS
City Engineer

NEIL NELSON
Fire Chief

January 13, 1955

PLEASE RETURN TO
W. C. WILLIAMS

NOTED
W. C. WILLIAMS

gineer

Re: Hillside & Pacific Ave.
Paving Engineering costs.

il has asked me to write
costs on the engineering
improvement done by the
ad them your letter of
stated that final cost would
month, and they felt that
this information ought to be available by now.

Trusting to hear from you soon, I am,

Yours truly,
Gladys Kanick
Gladys Kanick, City Recorder

RECEIVED
JAN 18 1955
ENGINEER
COUNTY & CITY RELATIONS

RECEIVED
JAN 17 1955

ROBERT O. DIMMICK
Mayor

WARREN T. SMITH
PETE J. LESMEISTER
CHARLES YOUNG
CLIVE D. MANLEY
Councilmen

SAMUEL A. HALL
City Attorney

CITY OF BROOKINGS
BROOKINGS, OREGON

GLADYS KANICK
City Recorder

O. D. ARP
Bldg. Inspector

WILLIAM B. BROWN
Chief of Police

HANS G. NELSON
Municipal Judge

CHAS. ECHOLS
City Engineer

NEIL NELSON
Fire Chief

January 13, 1955

PLEASE RETURN TO
W. C. WILLIAMS

NOTED
W. C. WILLIAMS

Mr. W.C. Williams,
Deputy State Highway Engineer
Salem, Ore.,

Re: Hillside & Pacific Ave.
Paving Engineering costs.

Dear Mr. Williams:

The New City Council has asked me to write you regarding the final costs on the engineering for Pacfic and Hillside improvement done by the State in our city. I read them your letter of Oct. 19th in which you stated that final cost would be determined in another month, and they felt that this information ought to be available by now.

Trusting to hear from you soon, I am,

Yours truly,
Gladys Kanick
Gladys Kanick, City Recorder

RECEIVED
JAN 18 1955
ENGINEER
COUNTY & CITY RELATIONS

RECEIVED
JAN 17 1955
STATE [illegible] COMMISSION

RECEIVED
NOV 4 1954
FOR FILING

308-1102
4202

Lewis

November 3, 1954

Great American Indemnity Company
Wells-Reed Insurance
412 Failing Building
Portland 4, Oregon

Gentlemen:

We have received a statement from Earl [illegible]. Brown Construction Company, Box 302, Harbor, Oregon, in the amount of $115.63 for truck rental furnished K. F. Jacobsen & Company, Inc., on contract #4202 for paving city streets in the town of Brookings.

The truck rental was furnished from August 18 to 23, 1954.

This information is furnished as your Company appears as surety for the performance bond furnished on the contract described above.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:do

cc: K. F. Jacobsen & Company, Inc.,
1601 NE Columbia Blvd.,
Portland 11, Oregon

NOTED ON CARD
11-3-54 g.s.

RECEIVED
NOV 4 1954
FOR FILING

30V-1712
4202

November 3, 1954

Mr. Earl G. Brown
Box 302
Harbor
Oregon

Dear Sir:

This is to acknowledge receipt of your claim against K. F. Jacobsen & Company, Inc., in the amount of $115.63 for truck rental furnished in paving city streets in Brookings.

This contract was awarded to K. F. Jacobsen & Company, Inc., 1601 NE Columbia Blvd., Portland 11, Oregon. The contract was completed August 23, accepted by the Commission September 23, and final payment to the contractor was made on October 15, 1954. The Great American Indemnity Company, 412 Failing Bldg., Portland 4, Oregon, furnished the performance bond on this contract which bears our number 4202. The bond is given to assure satisfactory completion of the work and payment of all bills incurred in the contract.

If you wish to protect your claim for a period longer than six months following acceptance of the contract, it is suggested that you file your claim with the Secretary of State.

We have attached an excerpt from the Oregon Laws outlining the necessary procedure. In the meantime, your claim will be noted in our records and we will advise the contractor and the surety that it has been received.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dc
Attach.

NOTED ON CARD
11-3-54

RECEIVED
NOV 4 1954
FOR FILING

[illegible]-1712
4202

November 3, 1954

Mr. Earl C. Brown
Box 302
Harbor
Oregon

Dear Sir:

This is to acknowledge receipt of your claim against K. F. Jacobsen & Company, Inc., in the amount of $115.63 for truck rental furnished in paving city streets in Brookings.

This contract was awarded to K. F. Jacobsen & Company, Inc., 1601 NE Columbia Blvd., Portland 11, Oregon. The contract was completed August 23, accepted by the Commission September 23, and final payment to the contractor was made on October 15, 1954. The Great American Indemnity Company, 412 Failing Bldg., Portland 4, Oregon, furnished the performance bond on this contract which bears our number 4202. The bond is given to assure satisfactory completion of the work and payment of all bills incurred in the contract.

If you wish to protect your claim for a period longer than six months following acceptance of the contract, it is suggested that you file your claim with the Secretary of State.

We have attached an excerpt from the Oregon Laws outlining the necessary procedure. In the meantime, your claim will be noted in our records and we will advise the contractor and the surety that it has been received.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dc
Attach.

NOTED ON CARD
11-3-54

Box 302
Harbor, Oregon
October 26, 1954.

H. R. Baldock
Chief Eng.
State Highway Dept.
Salem, Oregon

4202

Dear Sir,

I have billed K. F. Jacobsen & Co. for truck rent for hauling black-top for Hillside Street here in Brookings, Oregon. He has ignored my statements.

Could you be of any help to me in collecting this bill? I will appreciate it very much.

Yours Very Truly,
Earl C. Brown

By Bkg.
C. H. B.

REFERRED TO

10-26-54, gl

R. H. Baldock
W. C. Williams

8

RECEIVED

FO

308

4

MENT

DRAGLINES
TRENCH HOES

DUMP TRUCKS
BULLDOZERS

TRUCK AND CRAWLER
CRANES AND SHOVELS

EARL C. BROWN
CONSTRUCTION CO.
Box 302 - Harbor - Oregon

Aug. 28, 1954

K. J. Jackson + Co.
Portland, Oregon

DATE		HRS.	AT	PRICE	
8-19-54	II 7 Truck	1½	6 25	$ 9	38
8-19-54	II 7 Truck	3	6 25	18	75
8-20-54	II 7 Truck	8	6 25	50	00
8-23-54	II 7 Truck	6	6 25	37	50
	Total			$ 115	63

Chas. H. Reynolds v
M. K. McIver
R. H. Baldock
W. C. Williams

RECEIVED
NOV 8 1954
FOR FILING

358-1702

4202

Box 302
Harbor, Oregon
October 26, 1954

H. R. Baldock
Chief Eng.
State Highway Dept.
Salem, Oregon

Dear Sir:

I have billed K. F. Jacobsen & Co. for truck rent for hauling black-top for Hillside Street here in Brookings, Oregon. He has ignored my statements.

Could you be of any help to me in collecting this bill? I will appreciate it very much.

Yours very truly,

/s/ Earl C. Brown

By Bkp.
C.A.B.

(NOTE: Mr. Brown's statement is for $115.63.)

COPY

Ben R. Chandler
Chas. H. Reynolds ✓
M. K. McIver
R. H. Baldock
W. C. Williams

RECEIVED
OCT 21 1954
FOR FILING

308-1222

420

6183 Brookings

October 19, 1954

Gladys Kanick
City Recorder
Brookings, Oregon

Dear Madam:

I have received your letter of October 13, 1954 regarding final cost of the Hillside and Pacific Avenue Special City Allotment project in Brookings.

Our records show that the project was completed on August 23, 1954, but the final costs have not yet been computed. It will be approximately another month before the final cost of the project has been determined. The City will be advised of the total cost as soon as the information is available.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

JDG:mm
cc: J. W. Cattrall

ASSIGNMENT

Date: ~~October~~ 18, 1954 No. 6183 By RHB

Description: **Letter dated October 13 from City Recorder, Brookings re engineering costs on Hillside and Pacific Avenue project in Brookings.**

Acknowledged by____ Referred to ✓ **PROBERT**

__ Investigate and report with recommendation
__ Such action as necessary and report
__ Comment or recommendation
__ Return with rough draft of reply
XX Prepare reply for signature of Mr. **Baldock**
__ Contact correspondent and report

If the reply is prepared prior to Mr. Baldock's return on October 25, please prepare for Mr. Williams' signature.

Remarks:

Executed 10-19-54 Report Received__________
hi

BROOKINGS
GS, OREGON

GLADYS KANICK
City Recorder

O. D. ARP
Bldg. Inspector

WILLIAM B. BROWN
Chief of Police

HANS G. NELSON
Municipal Judge

CHAS. ECHOLS
City Engineer

NEIL NELSON
Fire Chief

Oct. 13, 1954.

gineer
.

Re: Eng. costs
Brookings Special Allotment

notified by your department that
uld have to be made by the City of
ractor could start work on our
ue project. This amount was later
leting the item "adjust manholes..
$300.00 " and this amount ($1700.00) was sent you with the understanding that if the estimated engineering costs proved to be less than that amount, the difference would be sent to us. The Council has asked me to enquire of you if an accounting of this project can be made to us now that the work here has been completed.

Thanking you for your usual kind attention to our problems and awaiting your reply, I am,

Yours truly,

Gladys Kanick
Gladys Kanick, City Recorder

RECEIVED
OCT 18 1954

ROBERT O. DIMMICK
Mayor

WARREN T. SMITH
PETE J. LESMEISTER
CHARLES YOUNG
CLIVE D. MANLEY
Councilmen

SAMUEL A. HALL
City Attorney

CITY OF BROOKINGS
BROOKINGS, OREGON

GLADYS KANICK
City Recorder

O. D. ARP
Bldg. Inspector

WILLIAM B. BROWN
Chief of Police

HANS G. NELSON
Municipal Judge

CHAS. ECHOLS
City Engineer

NEIL NELSON
Fire Chief

Oct. 13, 1954.

Mr. R.H.Baldock, State Engineer
Oregon State Highway Dept.
Salem, Ore.,

Re: Eng. costs
Brookings Special Allotment

Dear Mr. Baldock:

On May 13, we were notified by your department that an advance of $2000.00 would have to be made by the City of Brookings before the contractor could start work on our Hillside and Pacific Avenue project. This amount was later reduced to $1700.00 by deleting the item "adjust manholes.. $300.00 " and this amount ($1700.00) was sent you with the understanding that if the estimated engineering costs proved to be less than that amount, the difference would be sent to us. The Council has asked me to enquire of you if an accounting of this project can be made to us now that the work here has been completed.

Thanking you for your usual kind attention to our problems and awaiting your reply, I am,

Yours truly,

Gladys Kanick
Gladys Kanick, City Recorder

RECEIVED
OCT 18 1954

RECEIVED
FOR FILING
308 - [illegible]
4202

OREGON STATE HIGHWAY DEPARTMENT
(date)
Oct. 15, 1954

(CONTRACT NO.) 4202

(EST. NO.) 2-final

(CONTRACTOR) K. F. JACOBSEN & CO INC.

(VOUCHER NO.) 20987

(WARRANT NO.) B-106188

(AMOUNT) $ 11,391.22

(DATE) 10/14/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: Sep. 30, 1954

Time Extensions: None

Completion Date: Aug. 23, 1954

Date Accepted: Sep. 23, 1954

Penalties: None of record

Claims: None of record

Remarks:

Date: 10-15-54

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

10-15-54

Warrant Mailed: OCT 15 1954

RECEIVED
OCT 1 - 1954
FOR FILING

13-1760
/

September 30, 1954

Great American Indemnity Company
[illegible]
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

State highway contract No. 4202 for work performed on Pacific & Hillside Avenues in the City of Brookings in Curry County was completed by the contractor, K. F. Jacobsen & Co., Inc. on August 23, 1954 and was formally accepted by the Highway Commission on September 23, 1954.

Final payment in the amount of $11,391.22 will be released to the contractor on or after October 9, 1954. The total contract amount is $13,499.47, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisifed, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn

NOTED ON CARD
9-30-54

RECEIVED
OCT 1 - 1954
FOR FILING

U-1780

September 30, 1954

Great American Indemnity Company
[illegible]
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

State highway contract No. 4202 for work performed on Pacific & Hillside Avenues in the City of Brookings in Curry County was completed by the contractor, K. F. Jacobsen & Co.,Inc. on August 23, 1954 and was formally accepted by the Highway Commission on September 23, 1954.

Final payment in the amount of $11,391.22 will be released to the contractor on or after October 9, 1954. The total contract amount is $13,499.47. and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisifed, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn

NOTED ON CARD
9-30-54

Form E-1

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 28, 1954

Section Brookings (Pacific & Hillside Avenues)

Kind of work Paving

Highway City Street

Section prefix 308-1702

Contractor K. F. Jacobsen & Co.& Inc.

Contract number 4202

Date of contract 6-14, 1954

Date of completion 9-30, 1954

Date work started 8-2, 1954

Estimated date of completion 8-25, 1954

Amount of contract $14,175.00

Per cent of time elapsed %

Estimated cost of completed project, exclusive of engineering $14,175.00

Per cent of contract completed, based on total contract price 100.0 %

Engineering cost to date $1,017.12, 89.69 %

Date project was completed 8-23, 1954

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

This job was completed last Monday, August 23, 1954

NOTED
OSCAR

NOTED
B. A. MARTIN

RECEIVED
AUG 30 1954
OFFICE OF
CONSTRUCTION ENGINEER

Signed Barnhart Res. Eng.

Address Box 551 Gold Beach, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

NOTED
FORREST COOPER

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		0.23		0.23	0.23
Miles partially completed					
Miles completed		0.23		0.23	0.23
Total estimated quantities		343 Cu Yd		60 cu yd 8.765 Tons	991.525
Estimated quantities moved or placed to date		343 Cu Yd		60 cu yd 8.765 Tons	991.525
Average daily quantities		0		0	0
Average daily quantities necessary to complete project on time		0		0	0
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	Clear		
Tuesday	Clear		
Wednesday	Cloudy		
Thursday	Cloudy	Light Showers in late evening	
Friday	Rain		
Saturday	Rain		

STATE PRINTING

RECEIVED
FOR FILING

July 28, 1954

K. F. Jacobsen & Co.,Inc.
1601 N. E. Columbia Blvd.
Portland 11, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4202, which was awarded to you June 14, 1954 by the State Highway Commission, for paving on the Brookings (Pacific & Hillside Avenues) Section in Curry County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

FORM E-30 25M 6-51 92316

304 - 190[illegible]

4 [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 14, 1954

SUBJECT:

To: Mr. W. C. Williams
OFFICE

NOTED
W. C. WILLIAMS

NOTED

We have received this date an advance deposit from the City of Brookings of $1,700 in connection with the Brookings Special City Allotment project upon which bids were received on May 12th.

The advance deposit requested was $2,000 based on a contract authorization of $17,000; however, this contract authorization included an "Anticipated Additional Item" of $300 for adjusting manholes. The city advises by letter of June 10th that the manholes have already been adjusted at city expense and have reduced the city's advance deposit accordingly.

This appears to be reasonable and it is recommended that the $1,700 advance deposit be accepted and the contract be awarded. The city, by agreement, will still be required to pay all costs in excess of $15,000.

John F. Hagemann
John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM

cc: Mr. S. H. Probert

RECEIVED
JUN 15 1954
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FOR FILING

[illegible]
[illegible]

AGENDA
[illegible] 1954

3[illegible]

June 14, 1954

A. F. Jacobsen and Co., Inc.
1[illegible]1 N. E. Columbia Boulevard
Portland, Oregon

Gentlemen:

The State Highway Commission on May 12th accepted your proposal for paving Pacific and Hillside Avenues in the City of Brookings, Curry County, for the sum of $14,175.00 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 42[illegible]2.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

[illegible]

cc - Mr. H. S. Sawyer
Mr. H. G. Smith
Mr. E. [illegible] Probert
Mrs. Goldie Lewis

E.R.

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$
$
E

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206 10-51

INTERNATIONAL SERVICE
Check the class of service desired; otherwise the message will be sent at the full rate

FULL RATE	
LETTER TELEGRAM	
SHIP RADIOGRAM	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
June 14, 1954
2:30 p.m.

K. F. Jacobsen & Co., Inc.
1601 N. E. Columbia Boulevard
Portland, Oregon

Contract for Brookings (Pacific and Hillside Avenues) Paving Project in Curry County for which you submitted the low bid on May 12 awarded you today. Contract forms follow shortly.

W. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

cc: CONFIRMATION
Accounting (5003-900)
Files
C. W. Head

---

adjustments
eliminated from our project.

John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM

Salem, Oregon
June 14, 1954

Mr. W. G. Smith
Construction Engineer

The contract authorization for the Brookings City Project contained an "Anticipated Additional Item" of $300 for adjusting manholes. The City of Brookings, by letter of June 10th, advises that a city contractor has already made these adjustments and that this item should be eliminated from our project.

John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM

NOTED
Harold C. Ayers

June 14, 1954

Gladys Kanick
City Recorder
Brookings, Oregon

NOTED
V. R. JONES

Dear Madam:

We acknowledge receipt of the advance payment on the cooperative project in Brookings and advise that on June 14th, 1954, the State Highway Commission awarded a contract to K. F. Jacobsen and Company, Incorporated, Portland, Oregon, for the paving of Pacific and Hillsides Avenues in Brookings. The contract specifies that the project is to be completed not later than September 30th, 1954.

Please note that this contract does not include the adjustment of manholes, it being assumed from your letter of June 10th that the manholec were presently at the proper elevation. If, when pavement is being placed, it is found that any further adjustment is required, the contract allows for this adjustment by price agreement at additional cost to the city.

Enclosed for the City's information and records is a copy of the plans and specifications.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

HCA:MM
Encl.

ROBERT O. DIMMICK
Mayor

WARREN T. SMITH
PETE J. LESMEISTER
CHARLES YOUNG
CLIVE D. MANLEY
Councilmen

SAMUEL A. HALL
City Attorney

CITY OF BROOKINGS

BROOKINGS, OREGON

GLADYS KANICK
City Recorder

O. D. ARP
Bldg. Inspector

WILLIAM B. BROWN
Chief of Police

HANS G. NELSON
Municipal Judge

CHAS. ECHOLS
City Engineer

NEIL NELSON
Fire Chief

✓

June 10, 1954

John F. Hagerman:
Asst. Engineer, County & City Relations
State Highway Department
Salem, Ore.,

Dear Mr. Hagerman:

We are inclosing herewith a cashier's check in the sum of $1700.00 for deposit against costs in excess of $15,000 on our Hillside and Pacific Avenue Improvement, as requested by your letter of May 13th. The difference between the $2,000 billed us and the $1700 inclosed is the $300 item: adjust Manholes. This has already been taken care of by the local contractor and approved and this adjustment was approved by you by telephone this afternoon with our councilman, Mr. Warren Smith.

Thanking you, I am,

Yours truly,
Gladys Kanick
Gladys Kanick, Recorder

RECEIVED
JUN 14 1954
ENGINEER
COUNTY & CITY RELATIONS

Cashiers Check no. 52-327
on Brookings Branch of US Nat Bank
for 1700.00 to acct. Dw. advance
fund 6-14-54

F Query

RECEIVED
JUN 14 1954
OREGON
STATE HIGHWAY COMMISSION

p

RECEIVED
MAY 13 1954
FOR FILING

308-17[illegible]

4.[illegible]

[illegible]

May 13, 1954

K. F. Jacobsen & Co., Inc.
1601 N. E. Columbia Boulevard
Portland 11, Oregon

Gentlemen:

The State Highway Commission on May 12, 1954 accepted your bid in the amount of $14,175 for Brookings (Pacific and Hillside Avenues) Paving Project in Curry County, which was the low bid received for that job. The Commission referred the bid to the Engineer with authority to award the contract to you as soon as certain conditions have been satisfied.

I enclose for your immediate information a copy of the proposal form pertaining to this job for use by you pending receipt of the contract and bond forms. Your attention is particularly called to the paragraphs on page 5 under the heading "Restriction on Commencement of Work".

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By
Floyd Query, Assistant Secretary

mm
Enclosure
cc: H. G. Smith
S. H. Probert
SIC R. G. Savage

NOTED
V. R. JONES

May 13, 1954

Gladys Kanick
City Recorder
Brookings, Oregon

NOTED
Harold C. Ayers

Dear Madam:

On May 12, 1954, the State Highway Commission received a bid on the Special City Allotment project in Brookings. The bid was made by Carl Jacobson of Portland, and the estimated total cost of the project based on this bid is as follows:

Contract Items	$14,175.00
Adjust Manholes	300.00
Engineering and contingencies	1,809.38
Survey	800.00
Total......	$17,084.38

As per the agreement executed by the City and State, the City is to pay all costs in excess of $15,000 and is to make this payment by means of an advance deposit. If the City wishes to proceed with the project, an advance deposit of $2,000 is required. Please make this deposit by means of a certified check made payable to the Oregon State Highway Commission.

Your immediate attention to this matter will be appreciated as a contract cannot be awarded until the deposit is in our hands.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

NOTED
J. F. HAGEMANN

John F. Hagemann
Asst. Engr., County and City Relations

HCA:MM

ROBERT O. DIMMICK
Mayor

WARREN T. SMITH
PETE J. LESMEISTER
CHARLES YOUNG
CLIVE D. MANLEY
Councilmen

SAMUEL A. HALL
City Attorney

CITY OF BROOKINGS

BROOKINGS, OREGON

GLADYS KANICK
City Recorder

O. D. ARP
Bldg. Inspector

WILLIAM B. BROWN
Chief of Police

HANS O. NELSON
Municipal Judge

CHAS. ECHOLS
City Engineer

NEIL NELSON
Fire Chief

NOTED
J. W. CATTRALL

January 29, 1954

Mr. Harold C. Ayers,
Oregon State Highway Commission,
Salem, Ore.,

NOTED
J. F. HAGEMANN

NOTED
Harold C. Ayers

NOTED
V. R. JONES

Dear Mr. Ayers:

Please be advised that the City Council of the City of Brookings held a meeting of the property owners with property abutting on Hillside and Pacific, and received the go ahead signal on this work. Only two out of town owners and one change of ownership failed to register opinions. At the next regular meeting of the Council, February 9th. the proper legal steps will be taken and a call for bids advertised for the work to be done by the City.

Will see that you receive "Call for Bids" notice.

Yours truly,

Gladys Kanick
Gladys Kanick, Recorder

RECEIVED
[illegible] 1 1954
ENGINEER
[illegible]

NOTED
V. R. JONES

NOTED
Harold C. Ayers

NOTED
J. W. CATTRALL

NOTED
J. F. HAGEMANN

Brookings 1-22-54

On January 20, 1954 Called on City Official regarding the $52,000 project on Hillside avenue and Pacific Avenue

The Mayor Called the Council in session and they agreed to award the Contract for grading, placing curbs and base rock to the Pelican Construction Company, to be completed by May 15, 1954.

The Pelican Construction Company said they would also be able to bid on the paving job, when it was advertised. Said they would get qualified with the Oregon State Highway Commission soon. Their plant is at Smith River.

advised the City officials we would not advertise until they had their part of construction finished, So for them to keep us informed as to progress.

H. C. Ayers

FORM E-30 25M 1-52 55419

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 6, 1953

SUBJECT:

To: Mr. John W. Cattrall
City & County Relations Dept.
Office

Attached is an unexecuted copy of an agreement with the City of Brookings covering the improvement of Hillside Ave. from Chetco Avenue to Pacific Avenue, and Pacific Avenue from Hillside Avenue to Fern Street, a distance of approximately 0.23 mile, in connection with the $250,000 City Allotment Fund.

The original of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City Recorder, Brookings, Oregon.

Yours very truly,

H B Glaisyer

Secretary

rn
Attach: 1

Distribution Made 7-7-53

NOTED
J. W. CATTRALL

NOTED
Harold C. Ayers

July 2, 1953

Mrs. Gladys Kanick
City Recorder
Brookings, Oregon

NOTED
J. F. HAGEMANN

Dear Madam:

We are sorry to advise that no bids were received on June 26th for the paving of Pacific and Hillside Avenues in Brookings.'

We will not readvertise for bids this year because the time required to do the work involved will necessitate the extension of the completion date beyond our cut-off date for paving. This would extend the completion date into 1954. We plan to readvertise early in 1954 with the completion date set to coincide with that of a highway paving project in northern Curry County. It is believed this arrangement might effect a saving in cost.

We will notify you as soon as a definite date for readvertising is set. Meanwhile it is suggested that the city proceed with the construction of curbs and the placing of base rock in order that there be no delay when a satisfactory bid is received for the paving of the streets.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JWC:MM

Salem, Oregon
June 22, 1953

NOTED
J. W. CATTRALL

Mr. W. C. Williams
OFFICE

NOTED
J. F. HAGEMANN

Attached are three copies of an agreement covering the proposed $250,000 City Allotment project on Hillside and Pacific Avenues in the City of Brookings.

This project was approved at the January 21-22 Commission meeting.

John W. Cattrall
Engineer, County and City Relations

JDG:MM
Att.

NOTED
J. W. CATTRALL

Salem, Oregon
June 22, 1953

Mr. C. W. Enfield
Chief Counsel

[illegible]
J. F. HAGEMANN

Attached for your approval are two copies of an agreement covering the proposed $250,000 City Allotment Fund project on Hillside and Pacific Avenues in Brookings.

This agreement was made up on the standard form previously approved by your office and reviewed by Mr. Reeder before transmittal to the city. Mr. Reeder has your file copy.

John W. Cattrall
Engineer, County and City Relations

JDG:MM
Att.

NOTED
Harold C. Ayers

June 17, 1953

Gladys Kanick
City Recorder
Brookings, Oregon

Dear Madam:

Pursuant to your request to Mr. Ayers you will find enclosed for your information and guidance five sets of plans and six sets of specifications covering the Pacific and Hillside Avenues project in Brookings.

If I can be of further assistance, please call on me.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

RHP:MM
Encl.

NOTED
J. W. CATTRALL

June 9, 1953

Gladys Kanick
City Recorder
Brookings, Oregon

NOTED
J. F. HAGEMANN

Dear Madam:

The State Highway Commission plans to call for bids at its June meeting for the paving of Hillside Avenue and Pacific Avenue in the City of Brookings. Enclosed are two copies of an agreement covering the project. This agreement is in accordance with the Special City Allotment project as requested by the city and approved by the State Highway Commission.

As the contract will not be awarded until signed copies of this agreement are in our hands, it would be appreciated if you would return both copies, signed by the Mayor and City Recorder with their signatures attested by a third party, to this office prior to June 20. After signature by the State Highway Commission, a duly executed copy will be returned for the City's records.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

HCA:MM
Encl.

Salem, Oregon
April 29, 1953

NOTED
Harold C. Ayers

Mr. H. G. Smith
Construction Engineer

NOTED
J. W. CATTRALL

Attention: Mr. E. A. Pease

NOTED
J. F. HAGEMANN

Herewith the field data on the Special City Allotment project in Brookings. The data has been checked and appears, with one exception, to be consistent with the project as requested by the city and approved by the Highway Commission.

The project as originally proposed called for a 36' width of pavement, but has been changed at the city's request to a 40' width, the city to pay the added cost.

It is also suggested that an alternate bid be accepted allowing the use of emulsified asphaltic concrete pavement in lieu of asphaltic concrete, this due to the location and ability of local contractors to place this type of pavement.

John W. Cattrall
Engineer, County and City Relations

By

H. C. Ayers
Field Engineer

HCA:MM
Encl.

cc: Mr. V. G. O'Neil

NOTED
J. W. CATTRALL

NOTED
Harold C. Ayers

NOTED
F. HAGEMANN

2-20-53

John:
With regard to attached letter from Charles F. Mr. Echols contacted the city officials of Brookings after showing the so called "profiles, etc" to Mr. Dom Edwards.

The city officials with Mr Echols were shown the material that had been sent us, and Mr. Echols and Mayor Dimmick and Councilman Pete Leesmaster agreed that no one could have made and estimate based on the information shown.

Mr. Dimmick called a meeting of council and they advised me they still are very anxious to go ahead with Street section. Have approached all property owners and have found all residents to be able and wish to pay cost of the citys portion of Construction Cost.

Mr. Edwards said he would have his resident engineer make profile and cross sections, show city where and how to place curbs, drainage and base rock.

Their are two possible and qualified contractors in Brookings and City Council have approached one of these men and have been given unit prices for work! With this information we figured cost and city will now go ahead with their part of construction and have funds on hand and allocated to this job to pay all costs of the paving contract in excess of $15,000.

I have advised Mr. Tom Edwards and he has instructed his resident Engineer to get busy on the surveys.

The city says their contractor has promised to start work some time in April and will finish by June 1st 1953.

H C Ayers

CITY OF BROOKINGS

BROOKINGS, OREGON
February 3, 1953

State Highway Department
Roseburg, Oregon.

Mr. Tom Edwards
Division Engineer

Dear Sir:

Referring to approved application No. 41 for the improvement of Hillside Avenue in Brookings and your inquiry regarding grades, etc.

About two months ago I prepared profiles, etc., of the existing street. These were turned over to Mr. Harold C. Ayers, of your County and City Relations Department who indicated that his office would work up final plans and specifications for this job, designed for a street rather than a road section.

When these plans are completed with the engineers estimates, the city would then approach the abutting property owners in an attempt to get the full street section constructed, with any costs over the departments allocation paid on a front foot basis by these property owners.

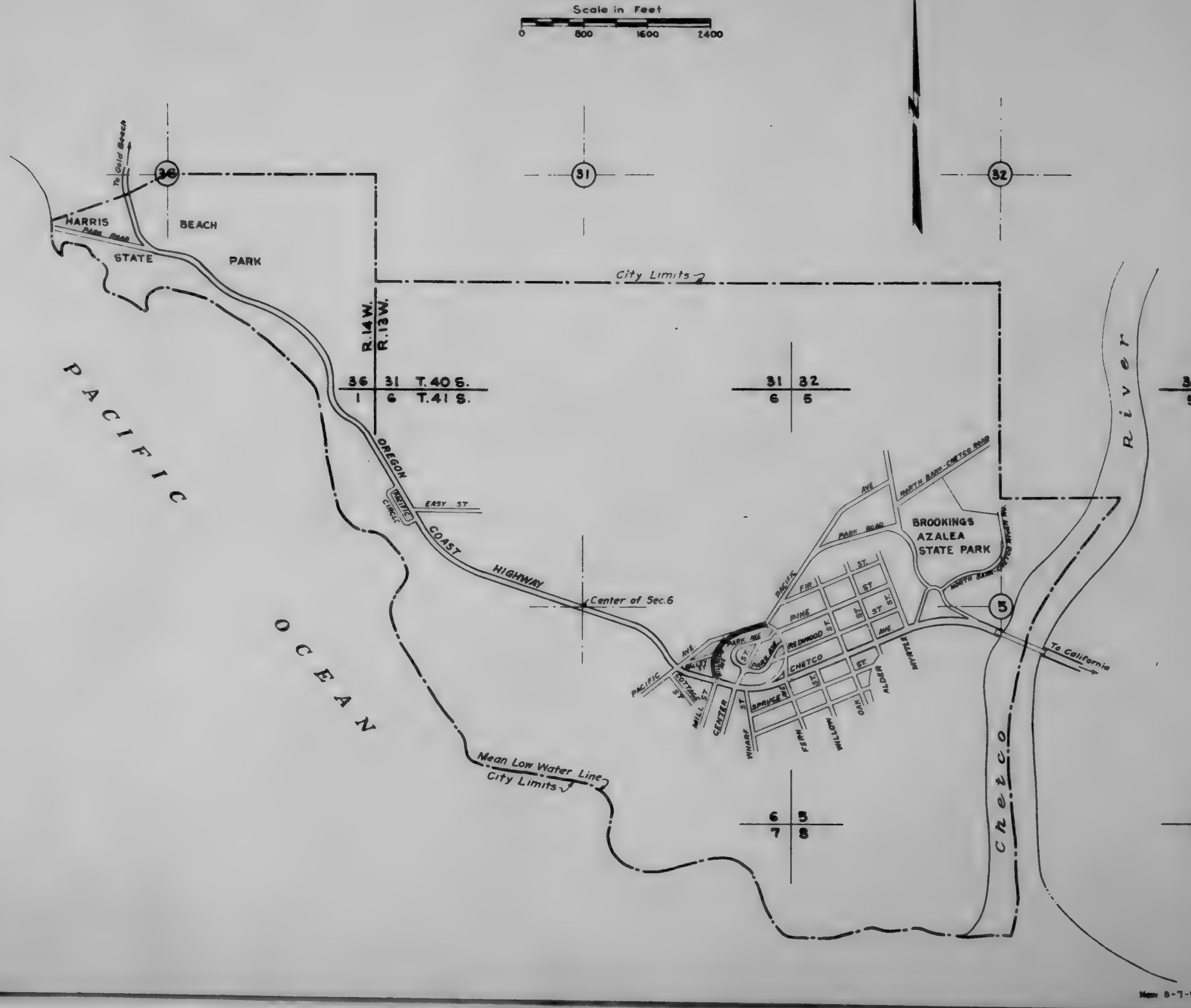
At present we are awaiting further word from Mr. Ayers, before any scheduling can be made.

Very truly yours

Charles T. M. Echols (Sgd.)
City Engineer

BROOKINGS

CURRY COUNTY


Scale in Feet
0
800
1600
2400
N
To Gold Beach
36
HARRIS
PARK ROAD
BEACH
STATE
PARK
31
32
City Limits
R.14W.
R.13W.
36
31
T.40 S.
1
6
T.41 S.
31
32
6
5
32
33
5
4
PACIFIC
OCEAN
OREGON
PACIFIC
CIRCLE
EASY ST
COAST
HIGHWAY
Center of Sec.6
Mean Low Water Line
City Limits
NORTH BANK-CHETCO ROAD
AVE
PARK ROAD
BROOKINGS
AZALEA
STATE PARK
NORTH BANK-CHETCO RIVER RD.
5
PACIFIC
FIR
ST.
ST
PINE
ST
ST
ST.
REDWOOD
ST.
AVE.
MYRTLE
PARK AVE
ST.
PARK AVE
CHETCO
ST.
ALDER
PACIFIC
AVE.
WILLIS ST
COTTAGE
ST
MILL ST
CENTER
ST
SPRUCE
ST.
WHARF
FERN
WILLOW
OAK
To California
Chetco
River
6
5
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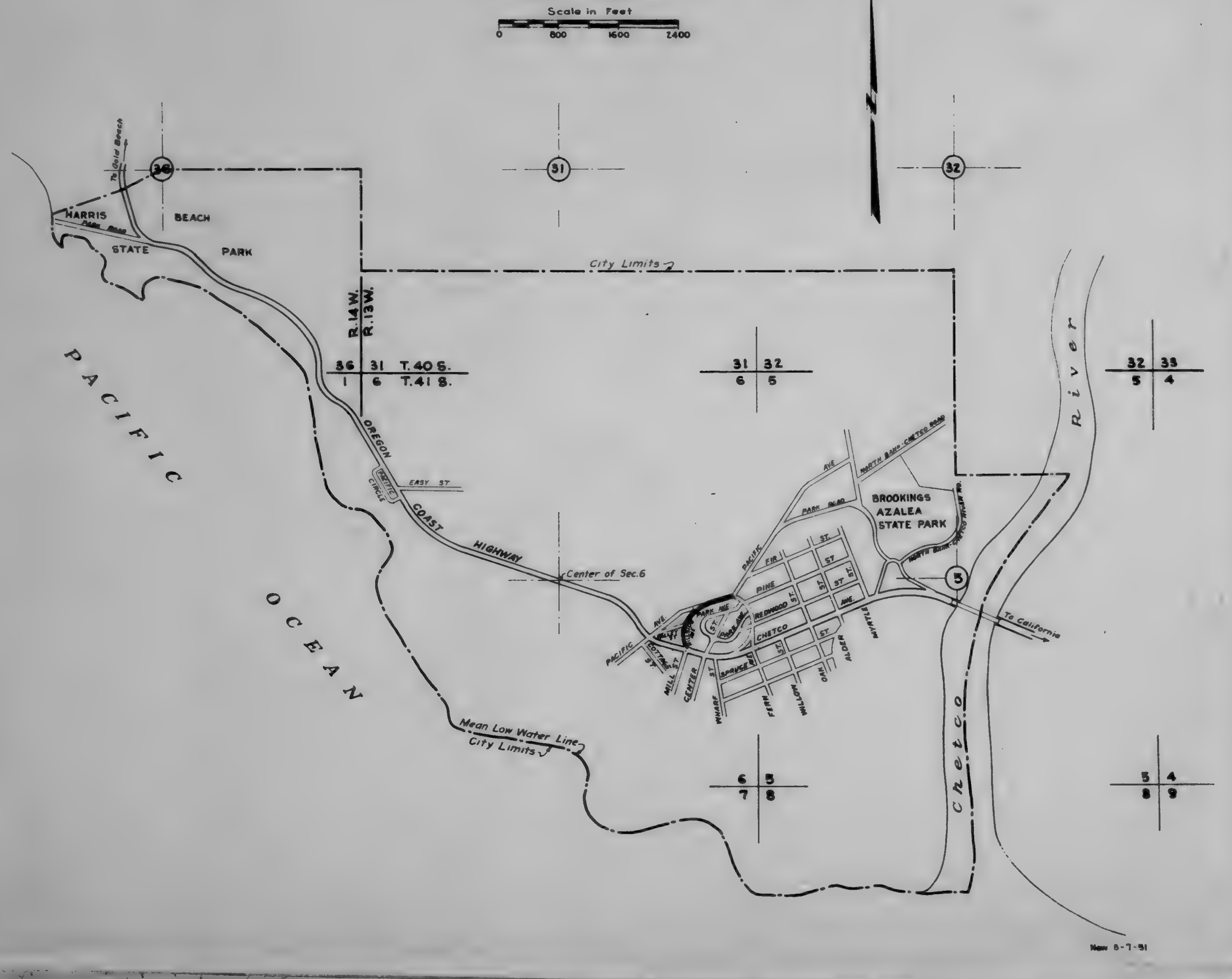
9
New 8-7-51

BROOKINGS

CURRY COUNTY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HARRIS BEACH STATE PARK
PARK ROAD
To Gold Beach
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City Limits
R.14W.
R.13W.
36 31 T.40 S.
1 6 T.41 S.
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32 33
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OREGON COAST HIGHWAY
PACIFIC CIRCLE
EASY ST
Center of Sec.6
PACIFIC AVE
COTTAGE ST
MILL ST
CENTER ST
WHARF ST
SPRUCE AVE
PARK AVE
CHETCO
REDWOOD ST.
PINE
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PARK ROAD
AVE
NORTH BANK-CHETCO ROAD
BROOKINGS AZALEA STATE PARK
NORTH BANK-CHETCO RIVER RD.
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AVE.
5
To California
Chetco River
Mean Low Water Line
City Limits
6 5
7 8
5 4
8 9
New 8-7-51

ROBERT O. DIMMICK
Mayor

WARREN T. SMITH
PETE J. LESMEISTER
CHARLES YOUNG
FRED FOX
Councilmen

SAMUEL A. HALL
City Attorney

CITY OF BROOKINGS
BROOKINGS, OREGON

GLADYS KANICK
City Recorder

D. D. ARP
Bldg. Inspector

WILLIAM B. BROWN
Chief of Police

HANS G. NELSON
Municipal Judge

CHAS. ECHOLS
City Engineer

NEIL NELSON
Fire Chief

NOTED
J. W. CATTERALL

November 6, 1952

NOTED

Oregon State Highway Commission,
Salem, Oregon

Atten: Mr. Harold C. Ayers

Dear Sir:

The City of Brookings having been explained the plans for assistance under the $250,000 fund for the assistance, repair and re-construction of Hillside Avenue and Pacific Avenue, are in agreement with the plan.

The City will do the necessary grading, placing of curbs, and base ~~rods~~ rock prior to the State obligation to place the paving. The City also agrees to pay all costs of the paving in excess of the $15,000.00 to be paid by the State.

Yours very truly,

Robert O. Dimmick, Mayor

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
NOV 10 1952
ENGINEER
[illegible]

No. 41

[illegible]

Preliminary Estimate

[illegible] from [illegible] to [illegible]
[illegible] from [illegible] to [illegible] Street.
[illegible] 0.23 mile

Place leveling course and 3" asphaltic Concrete paving 36' wide (on grade furnished by City).

Sprinkling	14 M gal	$3.00	$42.00
Preparing [illegible]	0.23 mile	$500.00	$115.00
3/4-0 in base	400 cyds	3.50	1400.00
RC 2 in binder [illegible]	10 tons	70.00	700.00
Class B asphaltic Concrete	900 tons	14.00	12600.00
aggregate for seal	36 cyd	7.00	252.00
Preliminary Estimate of Construction Cost			$15,109.00
12½% Engineering and Contingencies			1888.63
Preliminary Engineering			325.00
			$17,322.63

$17,300

9-18-52

TW 41

Brookings

8-18-52

Contacted Mayor R.O. Dimmick and Councilman.
Leismeister who advised me the council desired
to construct a complete street section on Hillside
Avenue and requested me to make a rough estimate
on the expected cost.

I advised them we could not construct curbs
or do the full widening, they desired, could only
strengthen and pave the travel portion of the street.
They then called in Mr. Echols, their city engineer
who decided the city would be able to contract the
placing of curbs and all the grading and base rock
by using local contractors and would request the
State, then to place pavement 36' in width.

There is a great possibility that a black plant.
will be built in Brookings and Mr. Echols said
he would keep me informed as to the final decision
to place plant in Brookings also would send letter re contracts.

This route of Pacific Avenue and Hillside Avenue is
heavily used by log trucks and also by a very heavy
increase in population in the area. For these reasons
believe we should recommend a project in Brookings -

HCK.

[illegible] [illegible]

[illegible] Estimate.

[illegible] Avenue from [illegible] Ave. to [illegible] Ave.
[illegible] Avenue from [illegible] Ave to Fern Street
a distance of [illegible] 0.23 mile

[illegible] curbs [illegible] asphaltic concrete
[illegible] 3 [illegible]

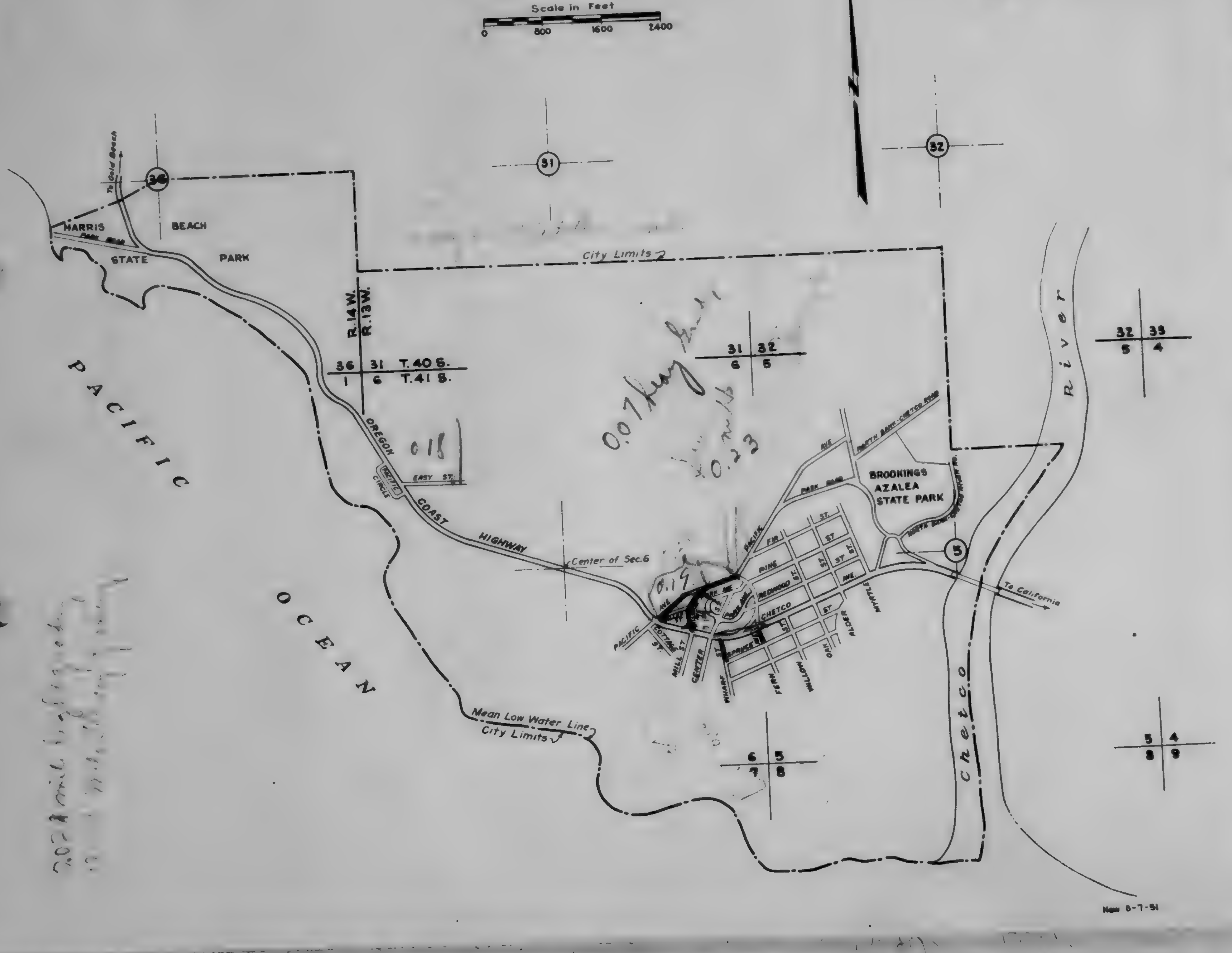
Excavation	1000 cuyds	1.00	City to Construct	$1000.00
Concrete Curbs Type [illegible]	80 cuyds	50.00		4000.00
Base rock	1400 cuyds	1.25		1750.00
3/4-0 [illegible] base	400 cuyds	3.50		1400.00
[illegible]	9 tons	70.00		630.00
Class B asphaltic concrete	900 tons	14.00		12600.00
Aggregate [illegible] seal coat	36 cuyds	7.00		252.00
				21,632.00
				2704.00
				400.00
				24,736.00
				15,000
				$ 9,736.00

[illegible] base	0.23 500"	115.00
No 2 [illegible]	9 ton 70.00	630.00
Class B AC	900 tons 14.00	12600.00
aggregate seal	36 cuyds 7.00	252.00
		13,597.00
		1699.63
		200
		15,496.63

BROOKINGS

CURRY COUNTY

1.80 [illegible]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OREGON COAST HIGHWAY
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EASY ST.
0.18
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Center of Sec.6
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NORTH BANK CHETCO ROAD
NORTH BANK CHETCO RIVER RD.
BROOKINGS AZALEA STATE PARK
5
To California
Chetco River
Mean Low Water Line
City Limits
New 6-7-51

FORM E-129 10M 4-51

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

August 4, 1952

NOTED
J. W. CATTRALL

Mr. R. V. Guerrettaz
City Recorder
Brookings, Oregon

NOTED
Harold C. Ayers

NOTED
J. F. HAGEMANN

Dear Sir:

This is to acknowledge receipt of a resolution adopted by the City of Brookings requesting aid from the annual $250,000 Special City Allotment Fund.

The results of the investigation of your requested project will be presented to the Highway Commission for consideration in forming the 1953 program.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
John W. Cattrall
Engineer, County and City Relations

RHP:MM

Form cc-50
Special City Allotment

RESOLUTION

WHEREAS, Section 2 of Chapter 149, Oregon Laws 1949, provides:

> "Beginning with the year 1949 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O. C. L. A.; section 15, chapter 413, Oregon Laws 1945, as amended by section 4, chapter 114, Oregon Laws 1947; and section 29, chapter 467, Oregon Laws 1947: and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act."

and

WHEREAS, Section 3 of said act provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of two hundred fifty thousand dollars ($250,000) shall be withdrawn from such appropriation each year and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said two hundred fifty thousand dollars ($250,000) shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities."

and

WHEREAS, the City of BROOKINGS is an incorporated city of the State of Oregon, and has a population of 1625, as given by the latest official census, and

Form cc-50

WHEREAS, the following streets of said city,

PACIFIC AVENUE FROM FERN STREET TO HILLSIDE WAY.
HILLSIDE WAY FROM PACIFIC AVENUE TO HIGHWAY 101
FERN STREET FROM HIGHWAY TO SPRUCE STREET
WHARF STREET FROM HIGHWAY TO SPRUCE STREET

are not a part or parts of the state highway system, but are streets of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy industrial traffic", and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement, and such city is without necessary funds with which to do said work,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit,

PCAIFIC AVENUE FROM FERN STREET TO HILLSIDE WAY
HILLSIDE WAY FROM PACIFIC AVENUE TO HIGHWAY 101
FERN STREET FROM HIGHWAY 101 TO SPRUCE STREET
WHARF STREET FROM HIGHWAY TO SPRUCE STREET

are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair, by reason of a sudden increase in population in the area, or because of excessive and unusual industrial traffic, and the city is without the funds necessary

to put said streets in proper condition for the traffic to which they are being subjected.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues.

4. That the City of BROOKINGS does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and, therefore does designate CHARLES T. M. ECHOLS as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 29th day of July, 1952.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

- -

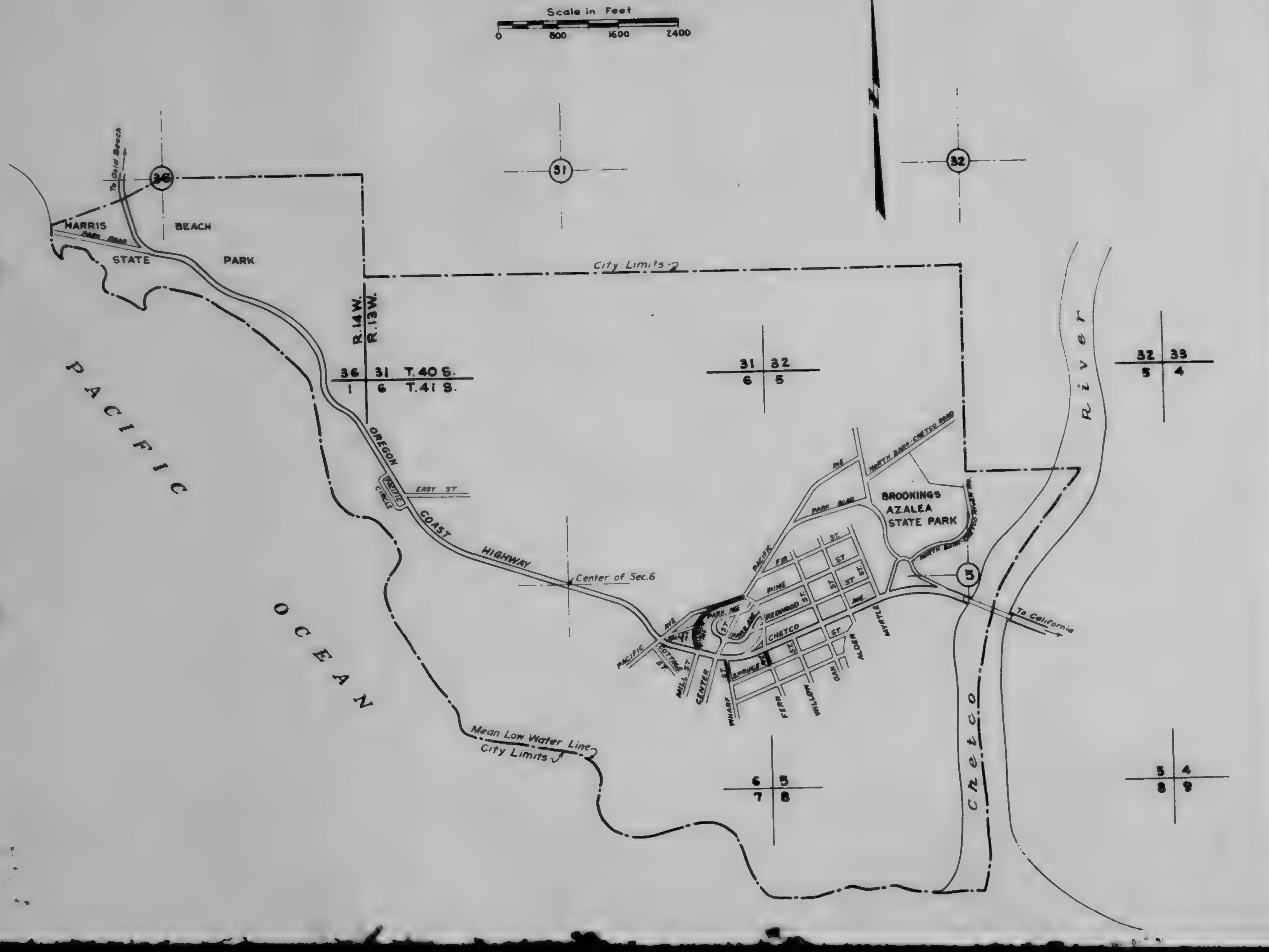
I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of BROOKINGS at a regular or special meeting of said council, held on the 29th day of July, 1952, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 30th day of July, 1952.

R V Guerrettaz
City Recorder

BROOKINGS

CURRY COUNTY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Mean Low Water Line
City Limits
BROOKINGS AZALEA STATE PARK
NORTH BANK-CHETCO ROAD
NORTH BANK-CHETCO RIVER RD.
PARK ROAD
PACIFIC AVE
FIR ST.
PINE ST
REDWOOD ST.
CHETCO AVE.
SPRUCE ST.
PARK AVE
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MILL ST
CENTER ST.
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FERN
WILLOW
OAK
ALDER
MYRTLE
To California
Chetco River

ROBERT O. DIMMICK
Mayor

WARREN T. SMITH
PETE J. LESMEISTER
CHARLES YOUNG
FRED FOX
Councilmen

SAMUEL A. HALL
Attorney

CITY OF BROOKINGS
BROOKINGS, OREGON

February 23, 1952

J. W. CATTRALL

Mr. John W. Cattrall, Engineer
County and City Relations
State Highway Department
P. O. Box 30
Salem, Oregon

Dear Sir:

Referring to Mr. W. C. Williams form letter under date of February 15 addressed to Mayor R. O. Dimmick, Brookings, Oregon, in regard to Chapter 371, Oregon Laws.

Please arrange to forward the application forms as the City of Brookings wishes to avail itself of the funds available under this law for the year of 1953.

Very truly yours,

P. J. Lesmeister
Councilman P. J. Lesmeister

Forms Sent 2-[illegible]-52

RECEIVED
FEB 26 1952
ENGINEER
COUNTY & CITY RELATIONS

NOTED
J. F. HAGEMANN

UI-323(8) Banfield Exp. U'Xing, 47th 1954
Ave., Portland
#4203

RECEIVED
OCT 1[illegible] 1955
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
October 14, 1955

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
4203	13-Final	Schrader Construction Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
20821	D-134215	$ 3,370.66	10/14/55

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: Dec. 31, 1954

Time Extensions: to July 1, 1955 without penalty

Completion Date: July 1, 1955

Date Accepted: Aug. 11, 1955

Penalties: None of record

Claims: None of record

Remarks:

Date: 10-17-55

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: [illegible] 1955

R. Rawlings

NOTED ON CARD

RECEIVED
OCT 7 1955
FOR FILING

[illegible]

4203

October 6, 1955

CERTIFIED MAIL

Standard Accident Insurance Co.
Detroit 32
Michigan

Gentlemen:

State Highway Contract No. 4203 covering the 47th Avenue Undercrossing on the T.H. Banfield Expressway in Multnomah County was completed by the contractor, Schrader Construction Co., on July 1 and was formally accepted by the Highway Commission on August 11, 1955.

Final payment in the amount of $3,970.66 will be released to the contractor on or after October 17, 1955. The total contract amount is $131,018.90, of which amount $4309.82 represents force account items.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Mr. J. S. Laird
Spalding Bldg.
Portland 4, Oregon

NOTED ON CARD

EIVED
16 1955
FILING

322(3)

1950)

August 16, 1955

CERTIFIED MAIL

Standard Accident Insurance Co.
Detroit 32
Michigan

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Schrader Construction Co. on contract No. 4203, covering 47th Avenue Undercrossing on the T.H.Banfield Expressway in Multnomah County.

This payment, in the amount of $6,029.83, will be released to the contractor on or after August 26, 1955. The retained percentage is $3,929.33.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Mr. J. S. Laird
Spalding Bldg.
Portland 4, Oregon

NOTED ON CARD

Form PR 2 (Revised 1950)

1632

State Oregon

Federal Aid Urban Project No. UI-323(8)

[illegible]

U. S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 20th day of June, 1955, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 19th day of January, 1954, a program, which was approved on the 5th day of February, 1954, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project; and

Whereas the District Engineer of the Bureau of Public Roads approved said surveys, plans, specifications, and/or estimates on the 9th day of February, 1954, and the sum of six hundred forty-eight thousand and 00/100 dollars ($648,000.00) as the share of the United States payable under said act on account of said project which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

Form PR 2 (Revised 1950)

1632

State Oregon

Federal Aid Urban Project No. UI-323(8)

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

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Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 138+87.88 and survey station 262+08.89, all in Portland, except stations 138+87.88 to 185+25.78 and 185+65.42 to 262+08.89, but including eight underpass structures of no net mileage in the exceptions,

[illegible], length 0.008 miles, in Multnomah County, being Oregon Federal Aid / Urban project No. UI-323(8), consisting of 0.000 miles of roadway and nine bridges, each of more than 20 feet clear span, 0.008 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of

six hundred forty-eight thousand and 00/100

dollars ($648,000.00), which does not exceed the authorized Federal pro rata share of

one million, forty-six thousand, nine hundred twenty-three and 90/100

dollars ($1,046,923.90), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Bureau of Public Roads shall from time to time submit vouchers to the Secretary of the Treasury for the payment to

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorising

Chapter 529, Laws 1939.

funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

Attest

SECRETARY

COMMISSIONER OF PUBLIC ROADS,

By
Division Engineer,
Bureau of Public Roads.

A4.62

U. S. GOVERNMENT PRINTING OFFICE 16—11379-8

Oregon State Highway Department

Federal Aid Project
No. UI-323(8)

42nd-92nd AVENUE SECTION (STRUCTURES)

OF THE T. H. BANFIELD EXPRESSWAY IN MULTNOMAH COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 21, 1955

Type Code X721
60th Avenue Undercrossing (Sta. 193+20.49)(Contract No. 4102)

400 cu.yds.	Structural Excavation	$ 5.00	$ 2,000.00
10 cu.yds.	Excavation Below Elevation Shown	10.00	100.00
550 cu.yds.	Class "A" Concrete	56.00	30,800.00
260 cu.yds.	Class "A-A" Concrete	70.00	18,200.00
83,000 lbs.	Metal Reinforcement	0.12	9,960.00
All Required	Prestressing Reinforcement and Prestressing		15,000.00
330 lin.ft.	Handrail	11.50	3,795.00
All Required	Alter Existing Structure		2,000.00
All Required	Embankment in Place		900.00
420 cu.yds.	Placing Selected Roadbed Material	3.00	1,260.00
All Required	Electrical Work		500.00
All Required	Remove Detour		2,000.00
			$ 86,515.00

Type Code X721
47th Avenue Undercrossing (Sta. 155+30.07)(Contract No. 4203)

430 cu.yds.	Structural Excavation	$ 5.00	$ 2,150.00
40 cu.yds.	Excavation Below Elevation Shown	5.00	200.00
1,320 cu.yds.	Class "A" Concrete	52.00	68,640.00
350,000 lbs.	Metal Reinforcement	0.11	38,500.00
490 lin.ft.	Handrail	12.00	5,880.00
All Required	Alter Existing Structure		5,000.00
All Required	Embankment in Place		1,500.00
420 cu.yds.	Placing Selected Roadbed Material	1.00	420.00
All Required	Electrical Work		500.00
All Required	Remove Detour		2,500.00
30 cu.yds.	3/4" - 0 Material in Leveling Course	5.00	150.00
60 tons	Class "B" Asphaltic Concrete	6.00	360.00
			$ 125,800.00

Type Code X220
58th Avenue Overcrossing (Sta. 185+25.78 to Sta. 185+65.42)(Contract No. 4253)

100 cu.yds.	Structural Excavation	$ 10.00	$ 1,000.00
10 cu.yds.	Excavation Below Elevation Shown	15.00	150.00
550 cu.yds.	Class "A" Concrete	40.00	22,000.00
73,000 lbs.	Metal Reinforcement	0.12	8,760.00
All Required	Embankment in Place		1,500.00

750 cu.yds.	Placing Selected Roadbed Material	$ 1.25	$ 937.50
All Required	Electrical Work		440.00
			$ 34,787.50

Type Code X721
Halsey Street Undercrossing (Sta. 222+43.02)(Contract No. 4254)

780 cu.yds.	Structural Excavation	$ 6.00	$ 4,680.00
80 cu.yds.	Excavation Below Elevation Shown	10.00	800.00
760 cu.yds.	Class "A" Concrete	58.00	44,080.00
450 cu.yds.	Class "A-A" Concrete	67.50	30,375.00
224,000 lbs.	Metal Reinforcement	0.12	26,880.00
All Required	Prestressing Reinforcement and Prestressing		22,500.00
480 lin.ft.	Metal Rail	11.00	5,280.00
All Required	Alter Existing Structure		1,500.00
All Required	Electrical Work		600.00
All Required	Remove Detour		2,500.00
			$ 139,195.00

Type Code X721

74th Avenue Undercrossing (Sta. 239+54.85)(Contract No. 4252)

110 cu.yds.	Structural Excavation	$ 3.50	$ 385.00
10 cu.yds.	Excavation Below Elevation Shown	10.00	100.00
240 lin.ft.	Furnish Treated Timber Piling	1.15	276.00
9 only	Drive Timber Piles	70.00	630.00
360 cu.yds.	Class "A" Concrete	48.60	17,496.00
200 cu.yds.	Class "A-A" Concrete	84.00	16,800.00
110,000 lbs.	Metal Reinforcement	0.11	12,100.00
260 lin.ft.	Concrete Handrail	12.00	3,120.00
All Required	Alter Existing Structure		300.00
All Required	Electrical Work		500.00
30 cu.yds.	3" - 0 Material in Base	5.00	150.00
10 cu.yds.	3/4" - 0 Material in Base	5.00	50.00
65 tons	Class "B" Asphaltic Concrete	9.00	585.00
			$ 52,492.00

Type Code X721
82nd Avenue Undercrossing (Sta. 262+08.89)(Contract No. 4271)

270 cu.yds.	Structural Excavation	$ 4.00	$ 1,080.00
30 cu.yds.	Excavation Below Elevation Shown	5.00	150.00
520 cu.yds.	Class "A" Concrete	54.00	28,080.00
380 cu.yds.	Class "A-A" Concrete	72.00	27,360.00
80 cu.yds.	Class "B-B" Concrete	64.00	5,120.00
243,000 lbs.	Metal Reinforcement	0.0925	22,477.50
All Required	Miscellaneous Metal		2,000.00
320 lin.ft.	Concrete Handrail	13.50	4,320.00
All Required	Alter Existing Structure		4,000.00

All Required	Electrical Work	$	$ 400.00
All Required	Remove Detour		3,000.00
180 cu.yds.	3" - 0 Material in Base	3.60	648.00
40 cu.yds.	3/4" - 0 Material in Base	5.00	200.00
130 tons	Class "B" Asphaltic Concrete	8.60	1,118.00
			$ 99,953.50

Type Code X721
53rd Undercrossing (Sta. L4 175+02.46)(Contract No. 4285)

100 cu.yds.	Structural Excavation	$ 2.00	$ 200.00
10 cu.yds.	Excavation Below Elevation Shown	2.00	20.00
240 lin.ft.	Furnish Treated Timber Piling	1.20	288.00
9 only	Drive Timber Piles	27.00	243.00
250 cu.yds.	Class "A" Concrete	52.00	13,000.00
230 cu.yds.	Class "A-A" Concrete	66.00	15,180.00
155,000 lbs.	Metal Reinforcement	0.11	17,050.00
All Required	Miscellaneous Metal		1,500.00
220 lin.ft.	Concrete Handrail	12.00	2,640.00
All Required	Alter Existing Structure		500.00
All Required	Electrical Work		100.00
80 tons	Class "C" Asphaltic Concrete	8.50	680.00
			$ 51,401.00

Type Code X121
42nd Avenue Ramp (Sta. 138+87.88)(Contract No. 4331)

All Required	Timber Pedestrian Overcrossing	$	$ 2,867.00
All Required	Shoring, Cribbing, Etc.		660.00
1,500 cu.yds.	Structural Excavation	4.00	6,000.00
150 cu.yds.	Excavation Below Elevation Shown	13.00	1,950.00
1,000 cu.yds.	Class "A" Concrete	61.00	61,000.00
190,000 lbs.	Metal Reinforcement	0.12	22,800.00
All Required	Structural Steel		4,983.00
All Required	Miscellaneous Metal		1,856.00
1,445 lin.ft.	Standard Metal Rail	11.00	15,895.00
181 lin.ft.	Metal Pipe Rail	7.00	1,267.00
All Required	Telltales		1,075.00
All Required	Electrical Work		1,661.00
			$ 122,014.00

Type Code X721
Halsey Street Connection (82nd Ave.)(Sta. 258+79.89)(Contract No. 4390)

STRUCTURE

1,660 cu.yds.	Structural Excavation	$ 2.65	$ 4,399.00
150 cu.yds.	Excavation Below Elevation Shown	3.85	577.50
400 lin.ft.	Furnish Treated Timber Piling	1.25	500.00
12 only	Drive Timber Piles	50.00	600.00
2,000 cu.yds.	Class "A" Concrete	57.50	115,000.00
400,000 lbs.	Metal Reinforcement	0.1078	43,120.00

All Required	Structural Steel	$	$ 15,585.00
All Required	Miscellaneous Metal (95%)		2,850.00
1,382 lin.ft.	Metal Rail	8.25	11,401.50
300 sq.yds.	Concrete Slab Riprap	4.50	1,350.00
All Required	Electrical Work (80%)		1,480.00
68 cu.yds.	Drainage Excavation, Unclassified	3.30	224.40
75 lin.ft.	18-inch Corrugated Metal Pipe	3.30	247.50
160 lin.ft.	8-inch Metal Drain Pipe	2.75	440.00
118 lin.ft.	8-inch Concrete Sewer Pipe	1.50	177.00

ROADWAY

490 cu.yds.	Structural Excavation	$ 2.65	$ 1,298.50
50 cu.yds.	Excavation Below Elevation Shown	3.85	192.50
380 cu.yds.	Class "A" Concrete	57.50	21,850.00
60,000 lbs.	Metal Reinforcement	0.1078	6,468.00
All Required	Miscellaneous Metal (5%)		150.00
598 lin.ft.	Metal Rail	8.25	4,933.50
All Required	Electrical Work (20%)		370.00
All Required	Embankment in Place		4,318.00
22 cu.yds.	Drainage Excavation, Unclassified	3.30	72.60
82 lin.ft.	8-inch Concrete Sewer Pipe	1.50	123.00
1 only	Concrete Catch Basins	135.00	135.00
1 only	Concrete Inlets	120.00	120.00
1 only	Concrete Manholes	420.00	420.00
660 cu.yds.	Selected Roadbed Topping	1.60	1,056.00
40 M-gal.	Sprinkling	3.30	132.00
			$ 239,591.00
	Subtotal		951,749.00
	10% Engr. & Cont.		95,174.90
	Total		$1,046,923.90

Length of 9 Structures 0.008 mile

Federal Funds- -	$ 648,000.00
State Funds- -	398,923.90
	$1,046,923.90

State Funds for Const: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.

State Funds for Maint: Chap. 529, laws 1939.

Oregon State Highway Department

Federal Aid Project
No. UI-323 (8)

42nd -92nd AVENUE SECTION (STRUCTURES)

OF THE T. H. BANFIELD EXPRESSWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon; April 26, 1954

Type Code X721
60th Avenue Undercrossing (Sta. 193+20.42)

400	cu. yds.	Structural Excavation	$ 5.00	$ 2,000.00
10	cu. yds.	Excavation Below Elevation Shown	10.00	100.00
550	cu. yds.	Class "A" Concrete	56.00	30,800.00
260	cu. yds.	Class "A-A" Concrete	70.00	18,200.00
83,000	lbs.	Metal Reinforcement	0.12	9,960.00
All Required		Prestressing Reinforcement and Prestressing		15,000.00
330	lin. ft.	Handrail	11.50	3,795.00
All Required		Alter Existing Structure		2,000.00
All Required		Embankment in Place		900.00
420	cu. yds.	Placing Selected Roadbed Material	3.00	1,260.00
All Required		Electrical Work		500.00
All Required		Remove Detour		2,000.00
				$ 86,515.00

Type Code X~~8~~721
47th Avenue Undercrossing (Sta. 155+30.07)

430	cu. yds.	Structural Excavation	$ 7.00	$ 3,010.00
40	cu. yds.	Excavation Below Elevation Shown	10.00	400.00
1,320	cu. yds.	Class "A" Concrete	65.00	85,800.00
350,000	lbs.	Metal Reinforcement	0.115	40,250.00
490	lin. ft.	Handrail	12.00	5,880.00
All Required		Alter Existing Structure		6,000.00
All Required		Embankment in Place		1,000.00
420	cu. yds.	Placing Selected Roadbed Material	1.50	630.00
All Required		Electrical Work		600.00
All Required		Remove Detour		4,000.00
30	cu. yds.	3/4" - 0 Material in Leveling Course	3.50	105.00
60	tons	Class "B" Asphaltic Concrete	12.00	720.00
				$148,395.00

Subtotal	$234,910.00
10% Engr. & Cont.	23,491.00
Total	$258,401.00

Length of 2 Structures 0.000 Mile

Federal Funds-	$160,000.00
State Funds-	98,401.00
	$258,401.00

Length of 2 Structures 0.000 Mile

Federal Funds- -	$160,000.00
State Funds- -	98,401.00
	$258,401.00

Oregon State Highway Department

Federal Aid Project
No. UI-323 (8)

42nd-92nd AVENUE SECTION (STRUCTURES)

OF THE T. H. BANFIELD EXPRESSWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon; February 9, 1954

Type Code X721
60th Avenue Undercrossing (Sta. 193+20.49)

400 cu. yds.	Structural Excavation	$10.00	$ 4,000.00
10 cu. yds.	Excavation Below Elevation Shown	15.00	150.00
550 cu. yds.	Class "A" Concrete	68.00	37,400.00
260 cu. yds.	Class "A-A" Concrete	85.00	22,100.00
83,000 lbs.	Metal Reinforcement	0.12	9,960.00
All Required	Prestressing Reinforcement and Prestressing		22,000.00
330 lin. ft.	Handrail	12.00	3,960.00
All Required	Alter Existing Structure		1,000.00
All Required	Embankment in Place		2,000.00
420 cu. yds.	Placing Selected Roadbed Materials	1.00	420.00
All Required	Electrical Work		560.00
All Required	Remove Detour		3,500.00
		Subtotal	$107,050.00
		10% Engr. & Cont.	10,705.00
		Total	$117,755.00

Length of Structure 0.000 Mile

Federal Funds- -	$ 72,000.00
State Funds- -	45,755.00
	$117,755.00

Oregon State Highway Department

Federal Aid Project
No. UI-323 (8)

42nd-92nd AVENUE SECTION (STRUCTURES)
OF THE T. H. BANFIELD EXPRESSWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, July 23, 1954

Type Code X721
60th Avenue Undercrossing (Sta. 193+20.49)(Contract No. 4102)

400	cu. yds.	Structural Excavation	$ 5.00	$ 2,000.00
10	cu. yds.	Excavation Below Elevation Shown	10.00	100.00
550	cu. yds.	Class "A" Concrete	56.00	30,800.00
260	cu. yds.	Class "A-A" Concrete	70.00	18,200.00
83,000	lbs.	Metal Reinforcement	0.12	9,960.00
All Required		Prestressing Reinforcement and Prestressing		15,000.00
330	lin. ft.	Handrail	11.50	3,795.00
All Required		Alter Existing Structure		2,000.00
All Required		Embankment in Place		900.00
420	cu. yds.	Placing Selected Roadbed Material	3.00	1,260.00
All Required		Electrical Work		500.00
All Required		Remove Detour		2,000.00
				$ 86,515.00

Type Code X721
47th Avenue Undercrossing (Sta. 155+30.07)(Contract No. 4203)

430	cu. yds.	Structural Excavation	$ 5.00	$ 2,150.00
40	cu. yds.	Excavation Below Elevation Shown	5.00	200.00
1,320	cu. yds.	Class "A" Concrete	52.00	68,640.00
350,000	lbs.	Metal Reinforcement	0.11	38,500.00
490	lin. ft.	Handrail	12.00	5,880.00
All Required		Alter Existing Structure		5,000.00
All Required		Embankment in Place		1,500.00
420	cu. yds.	Placing Selected Roadbed Material	1.00	420.00
All Required		Electrical Work		500.00
All Required		Remove Detour		2,500.00
30	cu. yds.	3/4" - 0 Material in Leveling Course	5.00	150.00
60	tons	Class "B" Asphaltic Concrete	6.00	360.00
				$125,800.00

Type Code X220
58th Avenue Overcrossing (Sta. 185+25.78 to Sta. 185+65.42)

100	cu. yds.	Structural Excavation	$ 10.00	$ 1,000.00
10	cu. yds.	Excavation Below Elevation Shown	20.00	200.00
550	cu. yds.	Class "A" Concrete	60.00	33,000.00
73,000	lbs.	Metal Reinforcement	0.11	8,030.00
All Required		Embankment in Place		2,500.00
750	cu. yds.	Placing Selected Roadbed Material	1.00	750.00
All Required		Electrical Work		350.00
				$ 45,830.00

Type Code X721
Halsey Street Undercrossing (Sta. 222+43.02)

780	cu. yds.	Structural Excavation	$ 5.00	$ 3,900.00
80	cu. yds.	Excavation Below Elevation Shown	10.00	800.00
760	cu. yds.	Class "A" Concrete	60.00	45,600.00
450	cu. yds.	Class "A-A" Concrete	75.00	33,750.00
224,000	lbs.	Metal Reinforcement	0.115	25,760.00
All Required		Prestressing Reinforcement and Prestressing		22,600.00
480	lin. ft.	Metal Rail	12.00	5,760.00
All Required		Alter Existing Structure		2,000.00
All Required		Electrical Work		730.00
All Required		Remove Detour		3,000.00
				$143,900.00

Type Code X721
74th Avenue Undercrossing (Sta. 239+54.85)

110	cu. yds.	Structural Excavation	$ 7.00	$ 770.00
10	cu. yds.	Excavation Below Elevation Shown	10.00	100.00
240	lin. ft.	Furnish Treated Timber Piling	1.00	240.00
9	only	Drive Timber Piles	70.00	630.00
360	cu. yds.	Class "A" Concrete	60.00	21,600.00
200	cu. yds.	Class "A-A" Concrete	75.00	15,000.00
110,000	lbs.	Metal Reinforcement	0.11	12,100.00
260	lin. ft.	Concrete Handrail	13.50	3,510.00
All Required		Alter Existing Structure		2,000.00
All Required		Electrical Work		600.00
30	cu. yds.	3" - 0 Material in Base	5.00	150.00
10	cu. yds.	3/4" - 0 Material in Base	6.00	60.00
65	tons	Class "B" Asphaltic Concrete	6.00	390.00
				$ 57,150.00

? 2nd – **Type Code X721**
22nd Avenue Undercrossing (Sta. 262+08.89)

270	cu. yds.	Structural Excavation	$ 7.00	$ 1,890.00
30	cu. yds.	Excavation Below Elevation Shown	10.00	300.00
520	cu. yds.	Class "A" Concrete	60.00	31,200.00
380	cu. yds.	Class "A-A" Concrete	75.00	28,500.00
80	cu. yds.	Class "B-B" Concrete	70.00	5,600.00
243,000	lbs.	Metal Reinforcement	0.11	26,730.00
All Required		Miscellaneous Metal		2,200.00
320	lin. ft.	Concrete Handrail	13.50	4,320.00
All Required		Alter Existing Structure		2,000.00
All Required		Electrical Work		600.00
All Required		Remove Detour		6,000.00
180	cu. yds.	3" - 0 Material in Base	3.00	540.00
40	cu. yds.	3/4" - 0 Material in Base	3.75	150.00
130	tons	Class "B" Asphaltic Concrete	6.00	780.00
				$110,810.00
			Subtotal	$570,005.00
			10% Engr. & Cont.	57,000.50
			Total	$627,005.50

Length of 6 Structures 0.008 mile

Federal Funds	$388,000.00
State Funds	239,005.50
	$627,005.50

Oregon State Highway Department

Federal Aid Project
No. UI-323 (8)

42nd-92nd AVENUE SECTION (STRUCTURES)
OF THE T. H. BANFIELD EXPRESSWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, September 8, 1954

Type Code X721
60th Avenue Undercrossing (Sta. 193+20.49) (Contract No. 4102)

400	cu. yds.	Structural Excavation	$ 5.00	$ 2,000.00
10	cu. yds.	Excavation Below Elevation Shown	10.00	100.00
550	cu. yds.	Class "A" Concrete	56.00	30,800.00
260	cu. yds.	Class "A-A" Concrete	70.00	18,200.00
83,000	lbs.	Metal Reinforcement	0.12	9,960.00
All Required		Prestressing Reinforcement and Prestressing		15,000.00
330	lin. ft.	Handrail	11.50	3,795.00
All Required		Alter Existing Structure		2,000.00
All Required		Embankment in Place		900.00
420	cu. yds.	Placing Selected Roadbed Material	3.00	1,260.00
All Required		Electrical Work		500.00
All Required		Remove Detour		2,000.00
				$ 86,515.00

Type Code X721
47th Avenue Undercrossing (Sta. 155+30.07) (Contract No. 4203)

430	cu. yds.	Structural Excavation	$ 5.00	$ 2,150.00
40	cu. yds.	Excavation Below Elevation Shown	5.00	200.00
1,320	cu. yds.	Class "A" Concrete	52.00	68,640.00
350,000	lbs.	Metal Reinforcement	0.11	38,500.00
490	lin. ft.	Handrail	12.00	5,880.00
All Required		Alter Existing Structure		5,000.00
All Required		Embankment in Place		1,500.00
420	cu. yds.	Placing Selected Roadbed Material	1.00	420.00
All Required		Electrical Work		500.00
All Required		Remove Detour		2,500.00
30	cu. yds.	3/4" - 0 Material in Leveling Course	5.00	150.00
60	tons	Class "B" Asphaltic Concrete	6.00	360.00
				$125,800.00

Type Code X220
58th Avenue Overcrossing (Sta. 185+25.78 to Sta. 185+65.42) (Contract No. 4253)

100	cu. yds.	Structural Excavation	$ 10.00	$ 1,000.00
10	cu. yds.	Excavation Below Elevation Shown	15.00	150.00
550	cu. yds.	Class "A" Concrete	40.00	22,000.00

73,000 lbs.	Metal Reinforcement	0.12	8,760.00
All Required	Embankment in Place		1,500.00
750 cu. yds.	Placing Selected Roadbed Material	1.25	937.50
All Required	Electrical Work		440.00
			$ 34,787.50

Type Code X721
Halsey Street Undercrossing (Sta. 222+43.02)(Contract No. 4254)

780 cu. yds.	Structural Excavation	$ 6.00	$ 4,680.00
80 cu. yds.	Excavation Below Elevation Shown	10.00	800.00
760 cu. yds.	Class "A" Concrete	58.00	44,080.00
450 cu. yds.	Class "A-A" Concrete	67.50	30,375.00
224,000 lbs.	Metal Reinforcement	0.12	26,880.00
All Required	Prestressing Reinforcement and Prestressing		22,500.00
480 lin. ft.	Metal Rail	11.00	5,280.00
All Required	Alter Existing Structure		1,500.00
All Required	Electrical Work		600.00
All Required	Remove Detour		2,500.00
			$139,195.00

Type Code X721
74th Avenue Undercrossing (Sta. 239+54.85)(Contract No. 4252)

110 cu. yds.	Structural Excavation	$ 3.50	$ 385.00
10 cu. yds.	Excavation Below Elevation Shown	10.00	100.00
240 lin. ft.	Furnish Treated Timber Piling	1.15	276.00
9 only	Drive Timber Piles	70.00	630.00
360 cu. yds.	Class "A" Concrete	48.60	17,496.00
200 cu. yds.	Class "A-A" Concrete	84.00	16,800.00
110,000 lbs.	Metal Reinforcement	0.11	12,100.00
260 lin. ft.	Concrete Handrail	12.00	3,120.00
All Required	Alter Existing Structure		300.00
All Required	Electrical Work		500.00
30 cu. yds.	3" - 0 Material in Base	5.00	150.00
10 cu. yds.	3/4" - 0 Material in Base	5.00	50.00
65 tons	Class "B" Asphaltic Concrete	9.00	585.00
			$ 52,492.00

Type Code X721
82nd Avenue Undercrossing (Sta. 262+08.89)(Contract No. 4271)

270 cu. yds.	Structural Excavation	$ 4.00	$ 1,080.00
30 cu. yds.	Excavation Below Elevation Shown	5.00	150.00
520 cu. yds.	Class "A" Concrete	54.00	28,080.00
380 cu. yds.	Class "A-A" Concrete	72.00	27,360.00
80 cu. yds.	Class "B-B" Concrete	64.00	5,120.00
243,000 lbs.	Metal Reinforcement	0.0925	22,477.50
All Required	Miscellaneous Metal		2,000.00
320 lin. ft.	Concrete Handrail	13.50	4,320.00
All Required	Alter Existing Structure		4,000.00

All Required	Electrical Work		$ 400.00
All Required	Remove Detour		3,000.00
180 cu. yds.	3" – 0 Material in Base	$ 3.60	648.00
40 cu. yds.	3/4" – 0 Material in Base	5.00	200.00
130 tons	Class "B" Asphaltic Concrete	8.60	1,118.00
			$ 99,953.50

Type Code X721
53rd Avenue Undercrossing (Sta. 14-175+02.46)

100 cu. yds.	Structural Excavation	$ 5.00	$ 500.00
10 cu. yds.	Excavation Below Elevation Shown	10.00	100.00
240 lin. ft.	Furnish Treated Timber Piling	1.10	264.00
9 only	Drive Timber Piles	80.00	720.00
250 cu. yds.	Class "A" Concrete	60.00	15,000.00
230 cu. yds.	Class "A-A" Concrete	75.00	17,250.00
155,000 lbs.	Metal Reinforcement	0.11	17,050.00
All Required	Miscellaneous Metal		1,000.00
220 lin. ft.	Concrete Handrail	15.00	3,300.00
All Required	Alter Existing Structure		5,000.00
All Required	Electrical Work		500.00
80 tons	Class "C" Asphaltic Concrete	10.00	800.00
			$ 61,484.00

Subtotal	600,227.00
10% Engr. & Cont.	60,022.70
Total	$660,249.70

Length of 7 Structures 0.00[illegible] mile

Federal Funds	$409,000.00
State Funds	251,249.70
	$660,249.70

Oregon State Highway Department

Federal Aid Project
No. UI-323 (8)

42nd-92nd AVENUE SECTION (STRUCTURES)

OF THE T. H. BANFIELD EXPRESSWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, November 22, 1954

Type Code X721
60th Avenue Undercrossing (Sta. 193+20.49)(Contract No. 4102)

400	cu. yds.	Structural Excavation	$ 5.00	$ 2,000.00
10	cu. yds.	Excavation Below Elevation Shown	10.00	100.00
550	cu. yds.	Class "A" Concrete	56.00	30,800.00
260	cu. yds.	Class "A-A" Concrete	70.00	18,200.00
83,000	lbs.	Metal Reinforcement	0.12	9,960.00
All Required		Prestressing Reinforcement and Prestressing		15,000.00
330	lin. ft.	Handrail	11.50	3,795.00
All Required		Alter Existing Structure		2,000.00
All Required		Embankment in Place		900.00
420	cu. yds.	Placing Selected Roadbed Material	3.00	1,260.00
All Required		Electrical Work		500.00
All Required		Remove Detour		2,000.00
				$ 86,515.00

Type Code X721
47th Avenue Undercrossing (Sta. 155+30.07)(Contract No. 4203)

430	cu. yds.	Structural Excavation	$ 5.00	$ 2,150.00
40	cu. yds.	Excavation Below Elevation Shown	5.00	200.00
1,320	cu. yds.	Class "A" Concrete	52.00	68,640.00
350,000	lbs.	Metal Reinforcement	0.11	38,500.00
490	lin. ft.	Handrail	12.00	5,880.00
All Required		Alter Existing Structure		5,000.00
All Required		Embankment in Place		1,500.00
420	cu. yds.	Placing Selected Roadbed Material	1.00	420.00
All Required		Electrical Work		500.00
All Required		Remove Detour		2,500.00
30	cu. yds.	3/4" - 0 Material in Leveling Course	5.00	150.00
60	tons	Class "B" Asphaltic Concrete	6.00	360.00
				$125,800.00

Type Code X220
58th Avenue Overcrossing (Sta. 185+26.78 to Sta. 185+65.42)
(Contract No. 4253)

100	cu. yds.	Structural Excavation	$ 10.00	$ 1,000.00
10	cu. yds.	Excavation Below Elevation Shown	15.00	150.00
550	cu. yds.	Class "A" Concrete	40.00	22,000.00
73,000	lbs.	Metal Reinforcement	0.12	8,760.00
All Required		Embankment in Place		1,500.00
750	cu. yds.	Placing Selected Roadbed Material	1.25	937.50
All Required		Electrical Work		440.00
				$ 34,787.50

Type Code X721
Halsey Street Undercrossing (Sta. 222+43.02)(Contract No. 4254)

780	cu. yds.	Structural Excavation	$ 6.00	$ 4,680.00
80	cu. yds.	Excavation Below Elevation Shown	10.00	800.00
760	cu. yds.	Class "A" Concrete	58.00	44,080.00
450	cu. yds.	Class "A-A" Concrete	67.50	30,375.00
224,000	lbs.	Metal Reinforcement	0.12	26,880.00
All Required		Prestressing Reinforcement and Prestressing		22,500.00
480	lin. ft.	Metal Rail	11.00	5,280.00
All Required		Alter Existing Structure		1,500.00
All Required		Electrical Work		600.00
All Required		Remove Detour		2,500.00
				$139,195.00

Type Code X721
74th Avenue Undercrossing (Sta. 239+54.85)(Contract No. 4252)

110	cu. yds.	Structural Excavation	$ 3.50	$ 385.00
10	cu. yds.	Excavation Below Elevation Shown	10.00	100.00
240	lin. ft.	Furnish Treated Timber Piling	1.15	276.00
9	only	Drive Timber Piles	70.00	630.00
360	cu. yds.	Class "A" Concrete	48.60	17,496.00
200	cu. yds.	Class "A-A" Concrete	84.00	16,800.00
110,000	lbs.	Metal Reinforcement	0.11	12,100.00
260	lin. ft.	Concrete Handrail	12.00	3,120.00
All Required		Alter Existing Structure		300.00
All Required		Electrical Work		500.00
30	cu. yds.	3" - 0 Material in Base	5.00	150.00
10	cu. yds.	3/4" - 0 Material in Base	5.00	50.00
65	tons	Class "B" Asphaltic Concrete	9.00	585.00
				$ 52,492.00

Type Code X721
82nd Avenue Undercrossing (Sta. 262+08.89) (Contract No. 4271)

270 cu. yds.	Structural Excavation	$ 4.00	$ 1,080.00
30 cu. yds.	Excavation Below Elevation Shown	5.00	150.00
520 cu. yds.	Class "A" Concrete	54.00	28,080.00
380 cu. yds.	Class "A-A" Concrete	72.00	27,360.00
80 cu. yds.	Class "B-B" Concrete	64.00	5,120.00
243,000 lbs.	Metal Reinforcement	0.0925	22,477.50
All Required	Miscellaneous Metal		2,000.00
320 lin. ft.	Concrete Handrail	13.50	4,320.00
All Required	Alter Existing Structure		4,000.00
All Required	Electrical Work		400.00
All Required	Remove Detour		3,000.00
180 cu. yds.	3" - 0 Material in Base	3.60	648.00
40 cu. yds.	3/4" - 0 Material in Base	5.00	200.00
130 tons	Class "B" Asphaltic Concrete	8.60	1,118.00
			$ 99,953.50

Type Code X721
53rd Avenue Undercrossing (Sta. L^4 175+02.46) (Contract No. 4285)

100 cu. yds.	Structural Excavation	$ 2.00	$ 200.00
10 cu. yds.	Excavation Below Elevation Shown	2.00	20.00
240 lin. ft.	Furnish Treated Timber Piling	1.20	288.00
9 only	Drive Timber Piles	27.00	243.00
250 cu. yds.	Class "A" Concrete	52.00	13,000.00
230 cu. yds.	Class "A-A" Concrete	66.00	15,180.00
155,000 lbs.	Metal Reinforcement	0.11	17,050.00
All Required	Miscellaneous Metal		1,500.00
220 lin. ft.	Concrete Handrail	12.00	2,640.00
All Required	Alter Existing Structure		500.00
All Required	Electrical Work		100.00
80 tons	Class "C" Asphaltic Concrete	8.50	680.00
			$ 51,401.00

Type Code X121
42nd Avenue Ramp (Sta. 138+87.88)

All Required	Timber Pedestrian Overcrossing		$ 2,000.00
All Required	Shoring, Cribbing, Etc.		5,000.00
1,500 cu. yds.	Structural Excavation	$ 5.00	7,500.00
150 cu. yds.	Excavation Below Elevation Shown	10.00	1,500.00
1,000 cu. yds.	Class "A" Concrete	60.00	60,000.00
190,000 lbs.	Metal Reinforcement	0.11	20,900.00
All Required	Structural Steel		5,600.00

All Required	Miscellaneous Metal		$ 2,000.00
1,445 lin. ft.	Standard Metal Rail	$ 12.00	17,340.00
181 lin. ft.	Metal Pipe Rail	1.00	181.00
All Required	Telltales		800.00
All Required	Electrical Work		2,500.00
			$125,321.00
		Subtotal	$715,465.00
		10% Engr. & Cont.	71,546.50
		Total	$787,011.50

Length of 8 Structures 0.008 mile

Federal Funds	$487,000.00
State Funds	300,011.50
	$787,011.50

Oregon State Highway Department

Federal Aid
Project No. UI-323 (8)

42ND-92ND AVENUE SECTION (STRUCTURES) OF THE T. H. BANFIELD EXPRESSWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, Feb. 14, 1955

Type Code X721
60th Avenue Undercrossing (Sta.193+20.49)(Contract No. 4102)

400 cu. yds.	Structural Excavation	$ 5.00	$ 2,000.00
10 cu. yds.	Excavation Below Elevation Shown	10.00	100.00
550 cu. yds.	Class "A" Concrete	56.00	30,800.00
260 cu. yds.	Class "A-A" Concrete	70.00	18,200.00
83,000 lbs.	Metal Reinforcement	0.12	9,960.00
All Required	Prestressing Reinforcement and Prestressing		15,000.00
330 lin. ft.	Handrail	11.50	3,795.00
All Required	Alter Existing Structure		2,000.00
All Required	Embankment in Place		900.00
420 cu. yds.	Placing Selected Roadbed Material	3.00	1,260.00
All Required	Electrical Work		500.00
All Required	Remove Detour		2,000.00
			$ 86,515.00

Type Code X721
47th Avenue Undercrossing (Sta.155+30.07)(Contract No. 4203)

430 cu. yds.	Structural Excavation	$ 5.00	$ 2,150.00
40 cu. yds.	Excavation Below Elevation Shown	5.00	200.00
1,320 cu. yds.	Class "A" Concrete	52.00	68,640.00
350,000 lbs.	Metal Reinforcement	0.11	38,500.00
490 lin. ft.	Handrail	12.00	5,880.00
All Required	Alter Existing Structure		5,000.00
All Required	Embankment in Place		1,500.00
420 cu. yds.	Placing Selected Roadbed Material	1.00	420.00
All Required	Electrical Work		500.00
All Required	Remove Detour		2,500.00
30 cu. yds.	3/4" - 0 Material in Leveling Course	5.00	150.00
60 tons	Class "B" Asphaltic Concrete	6.00	360.00
			$125,800.00

Type Code X220
58th Avenue Overcrossing (Sta.185+25.78 to Sta.185+65.42)(Contract No. 4253)

100 cu. yds.	Structural Excavation	$10.00	$ 1,000.00
10 cu. yds.	Excavation Below Elevation Shown	15.00	150.00
550 cu. yds.	Class "A" Concrete	40.00	22,000.00
73,000 lbs.	Metal Reinforcement	0.12	8,760.00
All Required	Embankment in Place		1,500.00
750 cu. yds.	Placing Selected Roadbed Material	1.25	937.50
All Required	Electrical Work		440.00
			$ 34,787.50

Type Code X721
Halsey Street Undercrossing (Sta.222+43.02)(Contract No. 4254)

780 cu. yds.	Structural Excavation	$ 6.00	$ 4,680.00
80 cu. yds.	Excavation Below Elevation Shown	10.00	800.00
760 cu. yds.	Class "A" Concrete	58.00	44,080.00
450 cu. yds.	Class "A-A" Concrete	67.50	30,375.00
224,000 lbs.	Metal Reinforcement	0.12	26,880.00
All Required	Prestressing Reinforcement and Prestressing		22,500.00
480 lin. ft.	Metal Rail	11.00	5,280.00
All Required	Alter Existing Structure		1,500.00
All Required	Electrical Work		600.00
All Required	Remove Detour		2,500.00
			$139,195.00

Type Code X721
74th Avenue Undercrossing (Sta.239+54.85)(Contract No. 4252)

110 cu. yds.	Structural Excavation	$ 3.50	$ 385.00
10 cu. yds.	Excavation Below Elevation Shown	10.00	100.00
240 lin. ft.	Furnish Treated Timber Piling	1.15	276.00
9 only	Drive Timber Piles	70.00	630.00
360 cu. yds.	Class "A" Concrete	48.60	17,496.00
200 cu. yds.	Class "A-A" Concrete	84.00	16,800.00
110,000 lbs.	Metal Reinforcement	0.11	12,100.00
260 lin. ft.	Concrete Handrail	12.00	3,120.00
All Required	Alter Existing Structure		300.00
All Required	Electrical Work		500.00
30 cu. yds.	3" - 0 Material in Base	5.00	150.00
10 cu. yds.	3/4" - 0 Material in Base	5.00	50.00
65 tons	Class "B" Asphaltic Concrete	9.00	585.00
			$ 52,492.00

Type Code X721
82nd Avenue Undercrossing (Sta.262+08.89)(Contract No. 4271)

270 cu. yds.	Structural Excavation	$ 4.00	$ 1,080.00
30 cu. yds.	Excavation Below Elevation Shown	5.00	150.00
520 cu. yds.	Class "A" Concrete	54.00	28,080.00
380 cu. yds.	Class "A-A" Concrete	72.00	27,360.00
80 cu. yds.	Class "B-B" Concrete	64.00	5,120.00
243,000 lbs.	Metal Reinforcement	0.0925	22,477.50
All Required	Miscellaneous Metal		2,000.00
320 lin. ft.	Concrete Handrail	13.50	4,320.00
All Required	Alter Existing Structure		4,000.00
All Required	Electrical Work		400.00
All Required	Remove Detour		3,000.00
180 cu. yds.	3" - 0 Material in Base	3.60	648.00
40 cu. yds.	3/4" - 0 Material in Base	5.00	200.00
130 Tons	Class "B" Asphaltic Concrete	8.60	1,118.00
			$ 99,953.50

Type Code X721
53rd Undercrossing (Sta.L^4 175+02.46)(Contract No. 4285)

100 cu. yds.	Structural Excavation	$ 2.00	$ 200.00
10 cu. yds.	Excavation Below Elevation Shown	2.00	20.00
240 lin. ft.	Furnish Treated Timber Piling	1.20	288.00
9 only	Drive Timber Piles	27.00	243.00

250 cu. yds.	Class "A" Concrete	$52.00	$ 13,000.00
230 cu. yds.	Class "A-A" Concrete	66.00	15,180.00
155,000 lbs.	Metal Reinforcement	0.11	17,050.00
All Required	Miscellaneous Metal		1,500.00
220 lin. ft.	Concrete Handrail	12.00	2,640.00
All Required	Alter Existing Structure		500.00
All Required	Electrical Work		100.00
80 tons	Class "C" Asphaltic Concrete	8.50	680.00
			$ 51,401.00

Type Code X121
42nd Avenue Ramp (Sta. 138+87.88)(Contract No. 4331)

All Required	Timber Pedestrian Overcrossing		$ 2,867.00
All Required	Shoring, Cribbing Etc.		660.00
1,500 cu. yds.	Structural Excavation	$ 4.00	6,000.00
150 cu. yds.	Excavation Below Elevation Shown	13.00	1,950.00
1,000 cu. yds.	Class "A" Concrete	61.00	61,000.00
190,000 lbs.	Metal Reinforcement	0.12	22,800.00
All Required	Structural Steel		4,983.00
All Required	Miscellaneous Metal		1,856.00
1,445 Lin. ft.	Standard Metal Rail	11.00	15,895.00
181 lin. ft.	Metal Pipe Rail	7.00	1,267.00
All Required	Telltales		1,075.00
All Required	Electrical Work		1,661.00
			$122,014.00

Type Code X721
Halsey Street Connection (82nd Ave.)(Sta.258+79.89)

Structure

1,660 cu. yds.	Structural Excavation	$ 5.00	$ 8,300.00
150 cu. yds.	Excavation Below Elevation Shown	10.00	1,500.00
400 lin. ft.	Furnish Treated Timber Piling	1.20	480.00
12 only	Drive Timber Piles	80.00	960.00
2,000 cu. yds.	Class "A" Concrete	62.50	125,000.00
400,000 lbs.	Metal Reinforcement	0.11	44,000.00
All Required	Structural Steel		17,400.00
All Required	Miscellaneous Metal (95%)		4,180.00
1,382 lin. ft.	Metal Rail	12.00	16,584.00
300 sq. yds.	Concrete Slab Riprap	8.00	2,400.00
All Required	Electrical Work (80%)		1,920.00
68 cu. yds.	Drainage Excavation, Unclassified	3.00	204.00
75 lin. ft.	18-inch Corrugated Metal Pipe	4.60	345.00
160 lin. ft.	8-inch Metal Drain Pipe	2.50	400.00
118 lin. ft.	8-inch Concrete Sewer Pipe	1.75	206.50

Roadway

490 cu. yds.	Structural Excavation	$ 5.00	$ 2,450.00
50 cu. yds.	Excavation Below Elevation Shown	10.00	500.00
380 cu. yds.	Class "A" Concrete	62.50	23,750.00
60,000 lbs.	Metal Reinforcement	0.11	6,600.00

All Required	Miscellaneous Metal (5%)		$ 220.00
598 lin. Ft.	Metal Rail	$12.00	7,176.00
All Required	Electrical Work (20%)		480.00
All Required	Embankment in Place		1,600.00
22 cu. yds.	Drainage Excavation, Unclassified	3.00	66.00
82 lin. ft.	8-inch Concrete Sewer Pipe	1.75	143.50
1 only	Concrete Catch Basins	85.00	85.00
1 only	Concrete Inlets	75.00	75.00
1 only	Concrete Manholes	250.00	250.00
660 cu. yds.	Selected Roadbed Topping	1.20	792.00
40 M-gal.	Sprinkling	4.00	160.00
			$268,227.00
	Subtotal		980,385.00
	10% Engr. & Cont.		98,038.50
	Total		$1,078,423.50

Length of 9 Structures 0.008 Mile

Federal Funds	$668,000.00
State Funds	410,423.50
	$1,078,423.50

FORM E-123 50M REVISED

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

RECEIVED
JUN 23 1955
FOR FILING

Ul 222 (8)

4[illegible]

Schrader Construction Co.
3030 S. E. Hawthorne Blvd.
Portland 15, Oregon

Gentlemen:

The State Highway Commission on June 14 had under discussion your request for an extension of time from April 1 to July 1, 1955 within which to complete your contract No. 4203, for construction of the 47th Avenue Undercrossing on the T. H. Banfield Expressway in Multnomah County.

We are pleased to inform you that the State Highway Commission granted your request without penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: A. G. Shelton,
Division Engineer

L. R. Allen,
Resident Engineer

P. M. Stephenson,
Bridge Engineer

RECEIVED
JUN 2 1955
FOR FILING

11-2-3(1)
4-

June 1, 1955

Request for extension of time
No. 3
June 30 and July 1 meeting.
approved by Comm
on [illegible]
June, 13-17, 1955

Oregon State Highway Commission

Gentlemen:

Re: 47th Avenue Undercrossing
Contract No. 4803

Schroeder Construction Company, contractor on the 47th Avenue Undercrossing on the T. H. Banfield Expressway, has requested a second extension of time from April 1, 1955, to July 1, 1955, in which to complete the contract.

All work on this contract was completed by the specified completion date with the exception of a small amount of handrail and the finishing of the concrete surfaces, removal of falsework and the detour bridge. This delay was caused by the inclement weather this spring. At the date of this letter, all items have been completed with the exception of extra work required to pour connecting curbs at the bridge ends.

Traffic has been using this structure since the middle of April. It is recommended that this extension be granted without penalty. Attached is the concurrence of the Bureau of Public Roads in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

PHS/ds
Attached

FORM E-120 50M REVISED

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

RECEIVED
FEB 3 1955
FOR FILING

[illegible]

February 2, 1955

Schrader Construction Co.
3030 S. E. Hawthorne Blvd.
Portland 15, Oregon

Gentlemen:

The State Highway Commission at its meeting held on January 18, had under discussion your request for an extension of time from December 31, 1954 to April 1, 1955 within which to complete your contract No. 4703, for construction of the 47th Avenue Undercrossing on the T. H. Banfield Expressway in Multnomah County.

We are pleased to inform you that the State Highway Commission granted your request without penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: . C. Skelton,
Division Engineer

L. . Allen,
Resident Engineer

. . Paxson
Assistant State Highway Engineer

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JAN 11 1955
FOR FILING

January 10, 1955

Oregon State Highway Commission

Request for extension of time
No. 26
January 18 and 19 meeting.

Gentlemen:

Re: 47th Avenue Undercrossing
Contract No. 4203

The [illegible] Construction Company, contractor on the 47th Avenue Undercrossing on the T. H. Banfield Expressway in Multnomah County, has requested an extension of time from December 31, 1954, to April 1, 1955, in which to complete the contract.

Work on this contract could not be started until the grading contractor had completed the removal of the roadbed excavation and had built a concrete conduit under the roadbed to carry a trunk line sewer.

As this delay was not the responsibility of the bridge contractor, it is recommended that this extension of time be granted without penalty. Attached is the concurrence of the Bureau of Public Roads in this recommendation.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

FMS/ds

Attached

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JUL 14 1954
FOR FILING

[illegible]

4203

July 14, 1954

Schrader Construction Co.
3030 S. E. Hawthorne Blvd.
Portland 15, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4203, which was awarded to you by the State Highway Commission on June 15, 1954, covering 47th Avenue Undercrossing on the T. H. Banfield Expressway in Multnomah County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

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FOR FILING

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AGENDA
JUN 23 1954

30-71

June 15, 1954

Schrader Construction Company
[illegible] S. E. Hawthorne
Portland, Oregon

Gentlemen:

The State Highway Commission on May 12th accepted your proposal for construction of a viaduct over the Banfield Expressway and Union Pacific Railroad Company tracks on 47th Avenue in Portland, Multnomah County, for the sum of $125,800 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. [illegible].

Contract forms are now being prepared and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

af

cc - Mr. [illegible] Savage
Mr. [illegible] Smith
Mr. [illegible] Paxson
Mr. [illegible] Probert
Mrs. [illegible]ie Lewis

E. R.

STIC SERVICE
the class of service desired; otherwise this message will be sent as a fullrate telegram

FULL RATE TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$
S
E

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206 10-51

INTERNATIONAL SERVICE
Check the class of service desired; otherwise the message will be sent at the full rate

FULL RATE	
LETTER TELEGRAM	
SHIP RADIOGRAM	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
June 15, 1954
10:00 a.m.

Schrader Construction Co.
3030 S. E. Hawthorne
Portland, Oregon

Contract for Banfield Expressway Undercrossing of 47th Avenue, Portland, Multnomah County, for which you submitted the low bid on May 12 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

CC: CONFIRMATION
Accounting (5003-900)
Files
G. W. Head

Respectfully yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By

Floyd Query, Assistant Secretary

eh

cc S. H. Probert
H. G. Smith
G. S. Paxson
R. G. Savage, SIAC

Enclosure

RECEIVED
MAY 14 1954
FOR FILING

[illegible]

[illegible]

[illegible]

May 13, 1954

Schrader Construction Company
3030 S. E. Hawthorne
Portland 15, Oregon

Gentlemen:

The State Highway Commission on May 12, 1954 accepted your bid in the amount of $125,800.00 for construction of the T. H. Banfield Expressway Undercrossing of 47th Avenue, Portland, which was the low bid received for that job. The Commission referred the bid to the Engineer with authority to award the contract to you as soon as certain conditions have been satisfied.

I enclose for your immediate information a copy of the proposal form pertaining to this job for use by you pending receipt of the contract and bond forms. Your attention is particularly called to the paragraphs on page 5 under the heading "Restriction on Commencement of Work".

Respectfully yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By

Floyd Query, Assistant Secretary

ehr

cc S. H. Probert
H. G. Smith
G. S. Paxson
R. G. Savage, SIAC

Enclosure

33-1040 Big Eddy-Rufus Sec. of the 1954
Col. R. Hwy. 3 Mi. E. of the
#4204 Dalles.

33-1040

RECEIVED
DEC 19 1955
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
December 15, 1955

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
4204	11 Post-Final	Rogers Construction Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
25067	R-138478	$ 62.28	12/15/55

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: Sept. 1, 1955

Time Extensions: None

Completion Date: Aug. 4, 1955

Date Accepted: Aug. 11, 1955

Penalties: None of record

Claims: None of record

Remarks:

Date: 12-15-55

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: DEC 15 1955

Ruth Rawlings

gl

RECEIVED
OCT 25 1955
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

(date)
October 19, 1955

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
4204	10-Final	Rogers Construction Co.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
21077	B-134433	$ 10,980.71	10/19/55

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: 9-1-55

Time Extensions: none

Completion Date: 8-4-55

Date Accepted: 8-11-55

Penalties: none

Claims: none

Remarks:

Date: 10-21-55

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

NOTED ON CARD
✓

Warrant Mailed: [illegible] 19
Ruth Rawlings

RECEIVED
OCT 10 1955
FOR FILING

[illegible]
4204

October 10, 1955

CERTIFIED MAIL

The Fidelity & Casualty Co. of New York
80 Maiden Lane
New York 8, N. Y.

Gentlemen:

State Highway Contract No. 4204 for work performed on the Big Eddy-Rufus Section of the Columbia River Highway in Wasco and Sherman Counties was completed by the contractor, Rogers Construction Co., on August 4 and was formally accepted by the Highway Commission on August 11, 1955.

Final payment in the amount of $10,980.71 will be released to the contractor on or after October 20, 1955. The total contract amount is $368,771.95, of which amount $8667.63 represents force account items.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Pallett,Fisher & Carlo,Inc.
U. S. National Bank Bldg.
Portland 4, Oregon

NOTED ON CARD
gl

RECEIVED
SEP 14 1955
FOR FILING

33-1040
4204

September 13, 1955

CERTIFIED MAIL

The Fidelity & Casualty Co. of New York
80 Maiden Lane
New York 8, N.Y.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Rogers Construction Co. on contract No. 4204 covering Surfacing on the Big Eddy-Rufus Section of the Columbia River Highway in Wasco and Sherman Counties. This payment, in the amount of $37,280.68 will be released to contractor on or after September 23, 1955. The retained percentage is $11,065.71.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By ______________________
Floyd Query, Assistant Secretary

rm

cc - The Fidelity & Casualty Co. of New York
Pallett, Fisher & Carlo, Inc.
U.S. National Bank Bldg.
Portland 4, Oregon

NOTED ON CARD

9-13-55

RECEIVED
AUG 24 1955
FOR FILING

33-1040
4204

August 23, 1955

Mr. E. F. Kidder
Division Engineer
Union Pacific Railroad Company
2525 N. Larrabee Avenue
Portland 12, Oregon

Dear Sir:

Rogers Construction Company's contract for oil mat surfacing on the Big Eddy-Rufus Section, Contract No. 4204, was completed August 4, 1955, and its bond with the Railroad Company may be released.

Very truly yours,

R. H. Baldock
State Highway Engineer

HGS: me

cc Mr. W. C. Williams
Mr. H. G. Smith

33-1040

Form E-1—10M

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 6, 1955

Section Big Eddy - Rufus

Kind of work Oil Mat Surfacing

Highway Columbia River

Section prefix 33-1040

Contractor Rogers Construction Co.

Contract number 4204

Date of contract June 12, 1954

Date of completion Sept. 1, 1955

Date work started Aug. 9, 1954

Estimated date of completion Aug. 4, 1955

Project authorization $ 394,224.88

Exclusive of Engineering $ 368,450.00

Per cent of time elapsed 94 %

Estimated cost of completed project, exclusive of engineering $ 380,000

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $ 29,224.88

Engineering cost to date $ 30,200, 103 %

Date project was completed Aug. 4, 1955

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The oil mat was completed Tuesday and traffic turned over the balance of the new grade Wednesday. Contractor maintained the oiled surface until Thursday.

This completes all work under this contract. The semi-final estimate should be ready within a few days.

FINAL REPORT.

NOTED
W. T. WRIGHT

FORREST COOPER

Signed A.V. Benedict

Address P.O. Box 420, The Dalles.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		16.0		16.0	
Miles partially completed					
Miles completed		16.0		16.0	
Total estimated quantities		262,474 C.Y.	9,488 C.Y.	1,165 Tons	
Estimated quantities moved or placed to date		262,474 "	9,488 "	1,165 "	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day				1	
Hours per shift				10	
Average force on project for week				15	

Percentages of men employed on contract to be secured from: .... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....1...., Power graders ....2...., Rollers ....2...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Cloudy		
Monday	Fair		
Tuesday	Windy		
Wednesday	Fair		
Thursday	Calm-Hot	100°	
Friday	Calm-Hot	105°	
Saturday	Calm-Hot	107°	

RECEIVED
JUL 20 1955
FOR FILING
FORM E-30X 25M 6-51 50116

33-1042
[illegible]

5911

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Bend, Oregon
July 13,1955

SUBJECT: Assignment No. 5911
Mr. Williams

To: Mr. Forrest Cooper
Assistant Construction Engineer
Oregon State Highway Department
Salem, Oregon

Dear Sir:

Reference is made to your letter of June 28th regarding Assignment No. 5911 by Deputy Highway Engineer Williams.

Attached herewith is a report of an investigation made by Mr. Benedict in The Dalles. It appears that Mr. Benedict has answered all questions brought up in May's letter.

Very truly yours,

Robert H. Clark
ROBERT H. CLARK
Division Office Engineer

RHC:bd
Enclosure

OREGON STATE HIGHWAY DEPARTMENT
INTER DEPARTMENT CORRESPONDENCE

The Dalles, Oregon
July 11, 1955

SUBJECT Assignment No. 5911
Mr. Williams

Mr. Dean Swift, forrest copy
Division Engineer,
Bend, Oregon.

Dear Sir:

With reference to Mr. Cooper's letter of June 28th regarding assignment No. 5911 by Deputy Highway Engineer Williams:

Date of accident, 10-19-54 9:00 P.M.
Police file No. 3050 (The Dalles)
Tom Helvey

Accident caused by vehicle # 2, driven by Dorothy Elliott, overrunning the detour at the Big Eddy overcrossing, then swerving across the road and into the front end of vehicle # 1.

Officer Helvey advises that car # 2 was undoubtedly traveling at an excessive rate of speed. He states that the detour was well signed and lighted with flares, and visible for a long distance. He measured the roadway on the detour and shows 32 feet of usable roadway. He states that, with the two cars crosswise of the road, the State Police were able to run one-way traffic past the wreck until the road had been cleared.

He says Dorothy Elliott refused to make any statement about the accident or to estimate her speed in spite of several trips to the hospital to see her. She had no operator's license. The car she was driving was registered to J.V. Spalding, 409 S.W. 12th, Portland, Oregon. He was not in the car at the time of the accident.

The detour had been in use, in its condition at the time of the accident, since the latter part of September, except for the night of October 14th.

The barricades were owned and maintained by the contractor. The State had supplemented them with some advance warning signs and a panel or two of portable barricade.

The oil mat was completed on this new section on Thursday Oct. 14th. The barricades were set to the side and traffic turned over the new section late the same day. The next morning, traffic was taken off to sand sticky asphalt. Mr. Cooper telephoned instructions to keep the section closed until after the traffic line had been painted. Sanding was postponed until completion of the traffic line. The new section was again opened to traffic (permanently) Wednesday, October 20th, P.M.

Copy to [illegible]

When barricades were replaced the morning of October 15th, the contractor was instructed to replace them. Most of his men rushed off hunting as soon as the oil mat was down. It is quite probable that State employees assisted in replacing the barricades. The main thing was to get traffic off the sticky oil.

Under our specifications (1940), the contractor is required to maintain oiled surfaces for as long as two weeks. He maintained the barricades and lights until October 20, 1954.

Very truly,

A.V. Benedict

A.V. Benedict
Resident Engineer.

Dean,

I am returning your file herewith.

A.V.B.

FORM E-123 50M REVISED 2-52

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

July 5, 1955

Mr. William G. Hare
Hare Sturgis & Burdett
Attorneys at Law
First National Bank Building
Hillsboro, Oregon

NOTED
W. C. WILLIAMS

Dear Mr. Hare:

This is in response to your letter of July 1, 1955, relative to the question of whether or not any employees of the State Highway Department constructed barricades across Highway No. 30 near Big Eddy Crossing on October 19, 1954.

I have requested our engineering department to advise me of the facts and will let you know just as soon as I hear from our engineering department.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By
ROBERT L. MAY, JR.
Assistant Counsel

RLM/mlk
✓cc: Mr. W. C. Williams

Hare, Sturgis & Burdett
ATTORNEYS AT LAW
FIRST NATIONAL BANK BUILDING
Hillsboro Oregon
TELEPHONE 18

WILLIAM G. HARE
FRANCIS E. STURGIS
JAMES E. BURDETT

July 1, 1955

Mr. Robert May
Assistant Attorney General
Salem, Oregon

Dear Mr. May:

I will be very appreciative if you will secure the information which I requested of you in my letter of June 24th. A settlement of the case is dependent upon an answer to the question as to whether or not the State Highway Department, or any of its agents or employees, constructed barricades across Highway No. 30, near Big Eddy Crossing, on or prior to October 19,1954, and maintained the same upon that date.

WGH:B

Very truly yours

W. G. Hare

RECEIVED
JUL 5 - 1955
LEGAL DEPT.

ASSIGNMENT

Date: June 27, 1955 No. 5911 By WCW

Description: Letter of June 23, Robert May to WCW, Policy Report attached; re Contract No. 4204, Big Eddy-Rufus Section of the Columbia River Highway, and Mr. Bruce W. Towsley's problem.

Acknowledged by_____Referred to____Smith____ ✓

X Investigate and report

_ Such action as necessary and report

_ Comment or recommendation

_ Return with rough draft of reply

_ Prepare reply for signature of Mr.________

_ Contact correspondent and report

Remarks: 7-15-55

Legal Dept wanted this report in a hurry so copy was handed to Enfield - Copy attached hereto for your information and file

Executed 7-15-55 Report Received__________

PLEASE RETURN TO W. C. WILLIAMS

HIGHWAY DEPARTMENT

ENT CORRESPONDENCE

Oregon

3, 1955

UBJECT: Contract 4204
Big Eddy-Rufus Section
Columbia River Highway

W. C. WILLIAMS

PLEASE RETURN TO W. C. WILLIAMS

owsley, 414 U.S. Bank Building, Portland,
scuss a problem which has arisen under
that Mr. Towsley is an adjuster for the
ew York, which is the insurance carrier
the prime contractor on the above con-
13, 1954, the Rogers Construction Com-
cing at or near Mile Post 95 of the Big
Eddy-Rufus Section of the Columbia River Highway and on the following day the section was opened to traffic. On the morning of October 15, 1954, however, the section was again closed to traffic and barricades and detour signs erected, apparently by State forces. At approximately 9:00 P.M., October 15, 1954, a vehicle operated by Dorothy Elliott missed the detour, swerved to avoid the barricade and collided with another automobile operated by Willard A. Wilson, which was proceeding in a westerly direction on the detour. All occupants of both vehicles were hospitalized.

It appears that the occupants of the vehicle operated by Mr. Wilson have made claim against Dorothy Elliott for damages and are also attempting to collect damages from the Fidelity & Casualty Company of New York, insurance carrier for Rogers Construction Company, our contractor. Apparently the insurance company intends to deny liability; and if litigation results, it is possible that employees of the Highway Department may be named defendants.

I will appreciate your making an investigation of the incident and advising us of your findings.

FORM E30—50M—4-54—74386

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 23, 1955

SUBJECT: Contract 4204
Big Eddy-Rufus Section
Columbia River Highway

To: Mr. W. C. Williams
Deputy State Highway Engineer
Office

PLEASE RETURN TO
W. C. WILLIAMS

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

On this date Mr. Bruce W. Towsley, 414 U.S. Bank Building, Portland, Oregon, visited this office to discuss a problem which has arisen under the above contract. It appears that Mr. Towsley is an adjuster for the Fidelity & Casualty Company of New York, which is the insurance carrier for Rogers Construction Company, the prime contractor on the above contract. He states that on October 13, 1954, the Rogers Construction Company completed its work of surfacing at or near Mile Post 95 of the Big Eddy-Rufus Section of the Columbia River Highway and on the following day the section was opened to traffic. On the morning of October 15, 1954, however, the section was again closed to traffic and barricades and detour signs erected, apparently by State forces. At approximately 9:00 P.M., October 15, 1954, a vehicle operated by Dorothy Elliott missed the detour, swerved to avoid the barricade and collided with another automobile operated by Willard A. Wilson, which was proceeding in a westerly direction on the detour. All occupants of both vehicles were hospitalized.

It appears that the occupants of the vehicle operated by Mr. Wilson have made claim against Dorothy Elliott for damages and are also attempting to collect damages from the Fidelity & Casualty Company of New York, insurance carrier for Rogers Construction Company, our contractor. Apparently the insurance company intends to deny liability; and if litigation results, it is possible that employees of the Highway Department may be named defendants.

I will appreciate your making an investigation of the incident and advising us of your findings.

I am attaching hereto a copy of the report brought in to me by Mr. Towsley.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By Robert L. May
ROBERT L. MAY, JR.
Assistant Counsel

RLM/mlk

June 24, 1955

P.S. On this date I received a telephone call from Mr. Bill Hare, Attorney at Law, who represents some of the claimants. He requested that we advise him particularly as to whether the barricades referred to above were replaced by State forces or by the contractor, and if by the contractor whether the same were replaced under the instructions of State officials.

R.L.M.

RECEIVED
JUN 27 1955
OFFICE OF
STATE [illegible] ENGINEER

Policy Report

100950

Date of Accident 10/19/54

Time 9:00 P.M.

MP - 95

#1 Willard A. Wilson
Gales Creek, Oregon

1949 Pontiac 573-476
Stated speed - 30 MPH
Travelling - west on #30

#2 Dorothy Elliott, Bellvue Hotel Portland, Or
J. V. Spalding 409 S.W. 12th Portland, Or.

Passengers in Vehicle #1

Alma Wilson - Gales Creek, Or.
Timothy Wilson " "
Rodney Wilson " "
Floyd Wilson " "
Pernicia Wilson " "
Floyd Rafferty " "
Grace Rafferty " "

Witnesses

69669
Fred Harisen Box 282, Heppner, Ore.
Edward Kane 125 S. W. 8th College Place, Wash.
or 2306 S.E. 52nd - 9390

#2 was traveling east & it appears this vehicle missed the detour & after running over the bank ran into other car. All occupants of #1 and the operator of vehicle #2 were hospitalized. Several attempts have been made to talk with Dorothy Elliott & she does not wish to make a statement other than she does not have an operator license.

Statements -- The operator of #1 stated he was traveling west on #30 when the other vehicle came over the bank & ran into him headon.

Officer Tom B. Helvey Put

RECEIVED
MAY 2 1955
FOR FILING

[illegible]-1240
4-04

April 29, 1955

Dr. Frederick R. Hunter
9224 S. E. Foster Road
Portland 66, Oregon

Dear Sir:

The Rogers Construction Company, 11760 N. E. Glisan Street, Portland 16, Oregon, has the contract with the State Highway Commission for surfacing and oiling between Big Eddy and Rufus. It has subcontracted some of the gravel surfacing between Maryhill Ferry and Rufus to the R. A. Heintz Construction Company, 211 N. E. Columbia Boulevard, Portland 11, Oregon.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

HGS: me

cc Mr. H. G. Smith

DR. FREDERICK R. HUNTER
PHYSICIAN AND SURGEON
9224 S. E. Foster Road
Phone SUnset 7046
PORTLAND 66, OREGON

Apr. 28, 1955

State Highway Commission

Salem, Oregon

Dear Sirs

Do you have a sub-contractor in Rufus, Oregon, and if so could you give the name of the man in charge.

I am inclosing an envelope for your convenience in replying, and I appreciate very much your kind attention.

Very truly yours

Dr. F R Hunter
E.

Dr. F. R. Hunter

REFERRED
BY SECRETARY

RECEIVED
APR 29 1955
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
APR 29 1955
[illegible]
STATE HIGHWAY COMMISSION

RECEIVED
NOV 1 1954
FOR FILING

November 1, 1954

Fireman's Fund Group
Board of Trade Building
Portland 4, Oregon

Gentlemen:

We have your letter of October 26, 1954 asking the name and address of the contractor that was doing the highway work in September just east of The Dalles.

Our construction division informs us the only state project in The Dalles area is held by Rogers Construction Company, with headquarters at 11760 N. E. Glisan Street, Portland, Oregon. This is contract #4204, Big Eddy-Rufus surfacing project.

You mentioned the firm of Slate-Hall. It is possible they may be doing work in that area; however, it would be under the jurisdiction of the Corps of Engineers, U. S. Army. Their offices are located in the Pittock Block in Portland.

If we may be of further service to you in this matter please contact us.

Respectfully yours,

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer,
Secretary

CWH:lt

Fireman's Fund Group

FIREMAN'S FUND INSURANCE COMPANY
HOME FIRE AND MARINE INSURANCE COMPANY
FIREMAN'S FUND INDEMNITY COMPANY
WESTERN NATIONAL INSURANCE COMPANY

PORTLAND OFFICE • BOARD OF TRADE BUILDING • PORTLAND 4, OREGON
COLUMBIA 2721

October 26, 1954

Oregon State Highway Maintenance Dept.
Salem, Oregon

Re: A4A-2031 - Edward Rice, Assured
Accident: 9/1/54

Gentlemen:

Would you please advise us as to whether the contractor doing the highway work just east of The Dalles in September was a firm known as Stlate-Hall; and furthermore, as to how we can contact this particular organization.

Our insured was involved in an accident in an area which appeared to be worked on by this Stlate-Hall organization and we would like to get in touch with them in that regard.

May we hear from you.

Yours very truly,

James H. Minor
James H. Minor
Adjuster

JHM:mc

RECEIVED
[illegible]

RECEIVED
SEP 7 - 1954
FOR FILING

33-1040

[illegible]

4-2

September 3, 1954

Oregon State Highway Commission

Gentlemen:

Specifications for surfacing of the Big Eddy-Rufus Section of US 30 around The Dalles Dam did not require the contractor to furnish liability insurance to the Union Pacific Railroad Company for the use of private crossings which it was necessary that the contractor use in hauling surfacing materials from the state-designated pit.

After award of the contract, the Union Pacific Railroad Company would not permit the contractor to haul across the private crossings unless insurance in the amount of $100,000/$500,000 was provided. In order to get the work which is urgently required underway, the contractor was instructed to obtain the insurance and the State would reimburse him for the additional cost.

The cost of the insurance is $1,330.32, and your authority is requested to reimburse the contractor in this amount.

Additional financing is not required, as the cost of insurance can be covered by the contingency fund.

This matter will be on the next agenda.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. S. H. Probert
Mr. H. G. Smith
Mr. C. H. Maison

WCW:me fp

RECEIVED
JUL 21 1954
FOR FILING

33-1040

July 20, 1954

The District Engineer
Corps of Engineers, U. S. Army
628 Pittock Block
Portland 5, Oregon

Dear Sir:

4

With reference to your letter of July 12 indicating that the Rogers Construction Company has no equipment on the The Dalles Dam Project, Contract No. 4202, advise that Rogers will have equipment on the job and be operating from the Fivemile Bar at the full capacity of the swing bridge across the canal by August 1.

Since it is impractical to perform oiling operations after October 1, we will be greatly handicapped unless your contractor can turn over the section between Stations 1243 and 1330 soon after September 1. He has advised us that he expects to have the section roughed in by that date, but it will be some time before finishing can be completed. If he would start his finishing at Station 1243 and work easterly, it would facilitate our surfacing, as this section is in common material and he could finish it much more rapidly than the rock cuts on the sections farther east.

Thank you for your fine cooperation.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams
Mr. H. G. Smith

HGS: fp

RECEIVED
JUL 21 1954
FOR FILING

53-1040

1

5516

July 20, 1954

The District Engineer
Corps of Engineers, U. S. Army
628 Pittock Block
Portland 5, Oregon

Dear Sir:

4

With reference to your letter of July 12 indicating that the Rogers Construction Company has no equipment on the The Dalles Dam Project, Contract No. 4202, advise that Rogers will have equipment on the job and be operating from the Fivemile Bar at the full capacity of the swing bridge across the canal by August 1.

Since it is impractical to perform oiling operations after October 1, we will be greatly handicapped unless your contractor can turn over the section between Stations 1243 and 1330 soon after September 1. He has advised us that he expects to have the section roughed in by that date, but it will be some time before finishing can be completed. If he would start his finishing at Station 1243 and work easterly, it would facilitate our surfacing, as this section is in common material and he could finish it much more rapidly than the rock cuts on the sections farther east.

Thank you for your fine cooperation.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams
Mr. H. G. Smith

HGS: fp

ASSIGNMENT

Date: July 15, 1954 No. 5216 By WCW

Description: Letter in dupl. from John A. Graf, Corps of Engrs., U.S.Army, 628 Pittock Block, Portland, Ore., 5-12-54, notifying us when certain sections on Hwy. No. 30 around The Dalles Dam will be completed as to grading, and stating that Rogers Constr. Co. has placed no paving equipt as yet to carry on

Acknowledged by____ Referred to Smith (work

__ Investigate and report with recommendation
XX Such action as necessary and report
__ Comment or recommendation
__ Return with rough draft of reply
__ Prepare reply for signature of Mr.________
__ Contact correspondent and report

PLEASE RETURN TO
W. C. WILLIAMS

Remarks:

Executed 7-19-54 Report Received__________

NEERS. U.S. ARMY
ISTRICT ENGINEER
REGON DISTRICT
OCK BLOCK
5. OREGON

July 12, 1954

PLEASE RETURN TO
W. C. WILLIAMS

NOTED
W. C. WILLIAMS

of Highway No. 30 around The Dalles
nt No. DA35-026-eng-20358 that the
n completed sections as rapidly as
tion of this office that a number of
eted in the near future but that your
tion Co., Contract No. 4204, has no
rently not be prepared to go ahead
on of the grading.

n stations 1330 and 1502 will be
between 1728 and 1730 and between
out August 20, 1954. When an
anticipated completion date can be set for other parts of the work you will be so notified. This information is being furnished in order that your contractor can be advised as to dates when he can expect to initiate work.

Very truly yours,

John A. Graf
JOHN A. GRAF
Colonel, Corps of Engineers
Acting District Engineer

ADDRESS REPLY TO
THE DISTRICT ENGINEER
(NOT TO INDIVIDUALS)

CORPS OF ENGINEERS. U. S. ARMY
OFFICE OF THE DISTRICT ENGINEER
PORTLAND. OREGON DISTRICT
628 PITTOCK BLOCK
PORTLAND 5. OREGON

NPPGD-4

July 12, 1954

REFER TO FILE
NO.

**PLEASE RETURN TO
W. C. WILLIAMS**

**NOTED
W. C. WILLIAMS**

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Sir:

With reference to relocation of Highway No. 30 around The Dalles Dam and the requirement in agreement No. DA35-026-eng-20358 that the State accept and put into operation completed sections as rapidly as possible, it has come to the attention of this office that a number of sections of the road will be completed in the near future but that your paving contractor, Rogers Construction Co., Contract No. 4204, has no equipment on the job and will apparently not be prepared to go ahead with his work promptly on completion of the grading.

Grading of the section between stations 1330 and 1502 will be completed about August 1 and that between 1728 and 1780 and between 1795 and 1824 will be completed about August 20, 1954. When an anticipated completion date can be set for other parts of the work you will be so notified. This information is being furnished in order that your contractor can be advised as to dates when he can expect to initiate work.

Very truly yours,

John A. Graf
JOHN A. GRAF
Colonel, Corps of Engineers
Acting District Engineer

1954

RECEIVED
JUL 1 [illegible]
FOR FILING

4204

July 14, 1954

Rogers Construction Co.
11760 N. E. Glisan St.
Portland 16, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4204, which was awarded to you on June 21 by the State Highway Commission, for oil mat surfacing on the Big Eddy-Rufus Section of the Columbia River Highway in Wasco and Sherman Counties.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

agenda

RECEIVED
FOR FILING

33-1140

4254

AGENDA
JUN 2 3 1954

3a-22

June [illegible], 1954

[illegible] Construction Co.
1 7[illegible] N. E. [illegible] Street
Portland, Oregon

Gentlemen:

The State Highway Commission on May 11th accepted your proposal for work on the [illegible] section of the Columbia River Highway in [illegible] and Sherman counties for the sum of $[illegible],311 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been satisfied. This note is to inform you that such conditions have now been fulfilled and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 42[illegible].

Contract forms are now being prepared and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

[illegible]

cc - Mr. [illegible] Savage
Mr. [illegible] Smith
Mr. [illegible] Furbert
Mrs. Goldie Lewis

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$
S
E

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206 10-51

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHIP RADIOGRAM	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
June 21, 1954
9:15 a.m.

Rogers Construction Co.
11760 N. E. Glisan Street
Portland, Oregon

Contract for Big-Eddy-Rufus Section of Columbia River Highway in Wasco and Sherman Counties for which you submitted low bid on May 11 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

CONFIRMATION
Accounting (5003-900)
Files
C. W. Head

1-4217 Mill Gulch-Salisbury Oiling 1954
Proj. on the Baker-Unity Hwy.
#4205

OREGON STATE HIGHWAY DEPARTMENT
(date)
October 29, 1954

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
4205	2 Final	J. C. Compton Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
22527	H-107683	$ 2,227.82	10/29/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Aug. 31, 1954

Time Extensions: to Sep. 15, 1954 without penalty

Completion Date: Sep. 4, 1954

Date Accepted: Sep. 23, 1954

Penalties: None of record

Claims: None of record

Remarks:

Date: 11-3-54

To the Accounting Division:

Release of the above warrant is hereby authorized.

NOTED ON CARD
11-5-54 gl

H. B. Glaisyer
Secretary

Warrant Mailed: NOV 5 1954
Ruth Rawlings

RECEIVED
OCT 27 1954
FOR FILING

1-11919

October 26, 1954

Glens Falls Indemnity Co.
Pacific Coast Department
Mills Tower
San Francisco 4, California

Gentlemen:

State Highway Contract No. 4205 covering the Mills Gulch-Salisbury Oiling Project on the Baker-Unity Highway in Baker County was completed by the contractor, J. C. Compton Co., on September 4 and was formally accepted by the Highway Commission on September 23, 1954.

Final payment in the amount of $2,227.82 will be released to the contractor on or after November 5, 1954. The total contract amount is $18,591.08 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Gordon Carey Insurance Agency
334 Third St.
McMinnville, Oregon

NOTED ON CARD

10-26-54, gl

RECEIVED
OCT 11 1954
FOR FILING

October 11, 1954

[illegible] Compton Co.
Box 86
McMinnville, Oregon

Gentlemen:

The State Highway Commission at its meeting held on September 23 had under discussion your request for an extension of time, from August 31 to September 15, 1954, within which to complete your contract No. 4205 for oiling on the Mill Gulch-Salisbury Section on the Baker-Unity Highway in Baker County.

I am pleased to inform you that the State Highway Commission granted your request without penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: [illegible] Carson,
Division Engineer

[illegible] Laughlin,
Resident Engineer

[illegible] Smith,
Construction Engineer

RECEIVED
OCT 5 - 1954
FOR FILING

1-4[illegible]

9

October 1, 1954

Mr. J. C. Compton
J. C. Compton Company
McMinnville, Oregon

Gentlemen:

I am much appreciative of your letter of September 30 in which you advise that you are withdrawing your claim for additional freight charges on transportation of asphalt to your Contract No. 4205, Mill Gulch-Salisbury project. I return herewith the original claim, which, as per your letter, has been voided.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

WCW:mo

Encl.

cc Mr. H. G. Smith
Mr. A. F. Parson

J. C. COMPTON CO.

HIGHWAY CONSTRUCTION GENERAL CONTRACTORS

Home Office — Telephone 1061
McMINNVILLE, OREGON

September 30, 1954.

Oregon State Highway Department

Salem, Oregon

Attention: W. C. Williams
Deputy State Highway Engineer

NOTED
W. C. WILLIAMS

Dear Sir:

In reply to your letter reference Price Agreement No. 1 on the Mill Gulch-Salisbury Oiling Project, Contract No. 4205, we wish to comply with your recommendation that we withdraw our claim to the additional freight charges on the item.

I have searched for our copy of the claim to return, but have been unable to find same. Please accept this letter as our consent for withdrawal of above claim.

Respectfully,

J. C. COMPTON COMPANY

J. C. Compton

JCC:cj

RECEIVED
OCT 1 1954
OREGON
STATE HIGHWAY COMMISSION

September 29, 1954

J. C. Compton Co.
P. O. Box 86
McMinnville, Oregon

Gentlemen:

Reference is made to Price Agreement No. 1 on the Mill Gulch-Salisbury Oiling Project, Contract No. 4205, extra allowance on asphalt shipped by the Arrow Transport Company instead of by tank car, this price agreement to compensate you for the difference paid in freight rates for additional asphalt required to place a second lift on a portion of the project which failed as a result of an unexpected storm.

I quote from Section 6.25, Contractor's Responsibility for Work, on page 18 of Specifications and Contract Agreement for State Highway Construction:

> "Until final acceptance of the contract, the contractor shall be held responsible for any injury or damage to the work or to any part thereof by the action of the elements, or from any cause whatsoever, and he shall make good at his own expense all injuries or damages to any portion of the work before its completion and final acceptance."

I am recommending that you withdraw this claim for additional freight rates, since the theory that all the asphalt must be ordered prior to the start of the job is very questionable, and I am afraid if this were presented to the Accounting Division they would question the payment for asphalt and rock for the reseal under the specification above. I feel it is equitable to pay for the material, since we undoubtedly received considerable benefit from the asphalt used even though most of the rock was lost due to the unexpected cold weather. I think this case is somewhat different than where a contractor loses a bridge from high water or similar destruction by the elements, but I question the advisability of raising the question for the small amount involved in this freight differential.

I am, therefore, requesting that you consent to the cancellation of the price agreement.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

HGS lg
cc Mr. H. G. Smith
Mr. A. F. Parson
Mr. Kevin Laughlin

FORM E-30X 27½ 3-54 73730

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
La Grande, Oregon
September 20, 1954

SUBJECT:

To:
Mr. H. G. Smith
Construction Engineer
Salem, Oregon

Dear Mr. Smith:

We are submitting herewith Price Agreement No. 1 on the the Mill Gulch-Salisbury Re-oiling Project, Contract No. 4205.

This agreement is to compensate the contractor for the difference paid in freight rates for additional asphalt required to place a second lift on a portion of the project which failed as a result of an unexpected storm.

The additional asphalt was delivered by truck and trailer, rather than by railroad car, which carried a higher freight rate.

Attached is copies of the freight bills together with a statement from the J. C. Compton Company, contractors.

Very truly yours,

E G Bickmore

E. G. Bickmore
Assistant Division Engineer

EGB:gb

Williams ✓

Check for propriety.
See Art. 1-7-21 of Specs.
Would apply also to
payment for asphalt
and trucks used.

Form A-[illegible]

OREGON STATE HIGHWAY COMMISSION

Price Agreement

APPLYING TO EXTRA WORK AND EXTRA MATERIAL

Project Name Mill Gulch-Salisbury Oiling Project
Date Sept. 8, 1954
Highway Baker-Unity
Contract No. 4205
County Baker
Prefix 1-4217
Contractor J.C.Compton Company
F. A. Project No. State
Address P.O.Box 86, Mc Minnville, Oregon
Price Agreement No. 1

For the below described extra work or extra material to be performed or furnished under the contract above referred to, the contractor agrees to accept payment at the prices given herein, understanding that, except as herein otherwise provided, the work is to be performed and the material is to be furnished in accordance with the specifications which form a part of the contract and in accordance with the instructions of the engineer.

Work to be done:

Re Oiling

(other copies destroyed)

Locations by station numbers:

M.P. 21.04 to M.P. 36.84

Names of pay items, estimated quantities and agreed prices:

46070 lbs. Freight for Arrow Transport Co., Invoice # B65534	$ 297.52
45050 " " " " " " , " # B65424	$ 301.68
Total	$ 599.20
Rail Rate, 91120 lbs. at 36.8 c/w	$ 335.32
Extra Freight Allowance on Asphalt Lump Sum (Net Difference)	$ 263.88

Specifications, basis of measurement and other provisions:

Difference in Freight Rates.

INSTRUCTIONS

After the signature of the contractor has been obtained, submit six copies (including original copy) to the Salem Office. After approval by the Assistant State Highway Engineer, approved copies will be sent to the Contractor, the Division Engineer, and the Resident Engineer.

This order does not constitute authority for expenditure until approved by the Assistant State Highway Engineer or State Highway Engineer.

Project authorization $30,385.13 ✓
Present estimate of project cost, including $263.88 for work under this order $30,200.00
Expected under-run ~~over-run~~ (amount) $185.13
Expected under-run ~~over-run~~ (per cent) 0.6 %

Space to right of this line is for use of Salem Office

Submitted by: Ken Laughlin Resident Engineer
Signed: J. C. Compton Co Contractor
J. C. Compton
Approval Recommended: E. G. Bielmeier Division Engineer
Approval Recommended: H. Smith Construction—Bridge—Engineer
Approved: State Highway Engineer

State Printing Dept. 35186

RECEIVED
SEP 22 1954
FOR FILING

September 21, 1954

Oregon State Highway Commission

Request for extension of time
No. 24
September 23 and 24 Meeting

Gentlemen:

Herewith is a request from J. C. Compton Company for an extension of time on the Mill Gulch-Salisbury Section, Contract No. 4205, from August 31, 1954 to September 15, 1954.

Under this contract the aggregates for oiling were to be furnished by a separate contractor, and, due to his failure to produce the materials in sufficient time, the contractor was forced into a slight overrun.

The project was completed on September 4, and I would recommend the extension to and including that date without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

EAP:js fp

Form E-1—10M—7-50

1-4217

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

FINAL REPORT

For Week Ending September 4, 1954

Section Mill Gulch--Salibbury

Kind of work Oiling

Highway Baker--Unity

Section prefix 1-4217

Contractor J. C. Compton

Contract number 4205

Date of contract June 23, 1954

Date of completion August 31, 1954

Date work started August 20, 1954

Estimated date of completion September 4, 1954

Amount of contract $ 17,454.00

Per cent of time elapsed Time is up %

Estimated cost of completed project, exclusive of engineering $ 31,250.00

Per cent of contract completed, based on total contract price 100 %

Est. Engr. $1,625.00 (75.2%)

Engineering cost to date $ 1,225.00, 56.7 %

Date project was completed September 4, 1954

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor oiled through Sunday of last week until Wednesday noon of this week without any delays at which time all of the oil was placed. The oiled roadbed was broomed Thursday, Friday, and Saturday before the contractor was released. A second seal was placed over the first 4 miles that was oiled from the summit of Dooley Mtn. twwards Baker as requested by the Division Engineer. This is the section that we lost a lot of our rock due to a sudden weather change, and I might add that this portion did not have the aggregate washed as we did on the rest of the job.

With the exception of the 4 miles mentioned which is somewhat rougher than the rest, I believe we have a fair oil job. Laughlin, Turner, Boydstun, Lynch and J. Brooks checked on the job.

NOTED
H. G. SMITH

RECEIVED
SEP 7 1954
OFFICE OF

Signed Laughlin

Address Baker, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities				3,495 cy Oil Rock 344.30 Tons Asphl	
Estimated quantities moved or placed to date				3,495 cy Oil Rock 344.30 Tons Asph.	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day				1	
Hours per shift				8	
Average force on project for week				15	

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders 2, Rollers 2, Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., Trucks 8, Distributor 1, ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	Fair		
Wednesday	Fair		Finished oiling at noon
Thursday	Fair		
Friday	Fair		
Saturday	Fair		

State Printing Dept. 41608

RECEIVED
JUL [illegible]
FOR FILING

[illegible]

[illegible]

July 28, 1954

J. C. Compton Co.
Box 86
McMinnville, Oregon

Gentlemen:

We enclose herewith for your files two copies of contracts awarded to you by the State Highway Commission, as follows:

Contract No. 4205, covering Mill Gulch-Salisbury Oiling Project on the Baker-Unity Highway in Baker County, awarded June 23, 1954.

Contract No. 4225, for oiling on the Ridge Road-Morrow County Line and North Unit, Lost Valley Road-Lonerock Section of the Base Line and Lonerock Roads in Gilliam County, awarded June 28, 1954.

A copy of each of the above contracts are also being sent to the surety on your performance bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls.

RECEIVED
JUN 25 1954
FOR FILING

June 25, 1954

J. C. Compton Company
McMinnville
Oregon

Gentlemen:

The State Highway Commission on June 23, 1954 awarded to you State Highway Contract No. 4205 for 15.8 miles of oiling on the Mill Gulch-Salisbury Section on the Baker-Unity Highway about eight miles south of Baker in Baker County. This award was based on your bid of $17,454 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mm
Enclosure-1
cc: S. H. Probert
H. G. Smith
R. G. Savage, SIAC

10-2051 Oakland Jct.-Boomer Hill Road 1954
Fencing Proj. on the Pacific
#4206 Hwy.

RECEIVED
1955
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
June 24, 1955

(CONTRACT NO.) 4206	(EST. NO.)	(CONTRACTOR)	
4206	11-Final	The Colorado Fuel and Iron Corp Pacific Coast Division	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
12422	B-125504	$ 1,755.46	6/24/55

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: Oct. 31, 1954

Time Extensions: to March 31, 1955 without penalty

Completion Date: March 24, 1955

Date Accepted: April 13, 1955

Penalties: None of record

Claims: None of record

Remarks:

Date: 6-27-55

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: JUN 27 1955
Ruth Rawlings

NOTED ON CARD

RECEIVED
JUN 16 1955
FOR FILING

June 16, 1955

CERTIFIED MAIL

Fireman's Fund Indemnity Co.
401 California St.
San Francisco 20, California

Gentlemen:

State Highway Contract No. 4206 for fencing on the Oakland Junction-Boomer Hill Road Section of the Pacific Highway in Douglas County was completed by the contractor, The Colorado Fuel & Iron Corp., Pacific Coast Division, on March 24, 1955 and was formally accepted by the Highway Commission on April 13, 1955.

Final payment in the amount of $1,755.46 will be released to the contractor on or after June 27, 1955. The total contract amount is $58,350.79, of which amount $1,068.16 represents force account items.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By
Floyd Query, Assistant Secretary

gl

cc: Mr. George J. Campbell
Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

CEIVED
AY 27 1955
OR FILING

0-2051
4206

May 27, 1955

REGISTER MAIL

Fireman's Fund Indemnity Co.
401 California St.
San Francisco 20, California

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to The Colorado Fuel and Iron Corp., Pacific Coast Division, on contract No. 4206, covering Fencing on the Oakland Junction-Boomer Hill Road Section of the Pacific Highway in Douglas County. This payment, in the amount of $4,758.54 will be released to contractor on or after June 6, 1955. The retained percentage is $1,750.37.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn

cc - Fireman's Fund Indemnity Company
George J. Campbell
Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD
5-27-55

Form E-1—10M

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending May 7, 1955

Section Oakland Junction - Boomer Hill Road

Kind of work Fencing

Highway Pacific

Section prefix 10 - 2051

Contractor Colorado Fuel and Iron corp.

Contract number 4206

Date of contract June 23, 1954

Date of completion December 31, 1954

Date work started July 27, 1954

Estimated date of completion March 24, 1955

Per cent of time elapsed Overran %

Project authorization $ 72,454.37

Exclusive of Engineering $ 67,302.06

Estimated cost of completed project, exclusive of engineering $58,360.42 $ [illegible]

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $ 5,152.31

Engineering cost to date $ 4937.94, 96 %

Date project was completed March 24, 1955

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

No Work on this project this week. by contractor.

Extra Work Bills received from contractor and semifinal estimate submitted to Division Office on Friday, May 6.

This will be the last weekly report on this project.

NOTED
H. G. SMITH

NOTED
OSCAR CUTLER

NOTED
FORREST COOPER

RECEIVED
MAY 9 1955
OFFICE OF
CONSTRUCTION ENGINEER

Signed

Address Roseburg, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

10

	GRADING Fencing	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	12,558				
Miles partially completed	##				
Miles completed	12,558				
Total estimated quantities	12,558				
Estimated quantities moved or placed to date	12,558				
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					

Average force on project for week

Percentages of men employed on contract to be secured from: .... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Overcast		
Monday	Overcast		
Tuesday	Fair		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday			

FORM E-123

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

RECEIVED
FEB 3 1955
FOR FILING
[illegible]

February 2, 1955

The Colorado Fuel & Iron Corporation,
Pacific Coast Division
1350 N. W. Raleigh St.
Portland, Oregon

Gentlemen:

The State Highway Commission at its meeting held on January 18 had under discussion your request for an extension of time from December 31, 1954 to March 31, 1955 within which to complete your contract No. 4206, for fencing on the Oakland Junction-Booker Hill Road Section of the Pacific Highway in Douglas County.

We are pleased to inform you that the State Highway Commission granted your request without penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Tom Edwards,
Division Engineer

Clay Cornett,
Resident Engineer

[illegible]. G. Smith,
Construction Engineer

RECEIVED
JAN 13 1955
FOR FILING

10-2151

4206

January 12, 1955

Request for extension of time
No. 28
January 18 and 19 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from the Colorado Fuel and Iron Corporation for an extension of time on the Oakland Junction-Boomer Hill Road fencing contract, Contract No. [illegible], from December 31, 1954 to March 31, 1955.

The contractor has prosecuted this project very vigorously, but, due to the failure of the grading contractors to keep out of the way, he has not been able to complete within the specified time limit. The overrun has caused no inconvenience or additional cost, and I recommend the extension be granted without penalty.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

EAP: me

Enclosure

cc Mr. H. G. Smith

RECEIVED
NOV 15 1954
FOR FILING

10-2051
4206

November 9, 1954

The Colorado Fuel & Iron Corp.,
Pacific Coast Division
1350 N. W. Raleigh St.
Portland, Oregon

Gentlemen:

The State Highway Commission at its meeting held on October 28, 1954 had under discussion your request for an extension of time, from October 31, 1954 to December 31, 1954, within which to complete your contract No. 4206, for fencing on the Oakland Junction-Boomer Hill Road Section of the Pacific Highway in Douglas County.

We are pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

H. H. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By
Floyd Query Assistant Secretary

gl

cc: Tom Edwards,
Division Engineer

Clay Cornett,
Resident Engineer

H. G. Smith,
Construction Engineer

4

RECEIVED
OCT 25 1954
FOR FILING

16-2051

[illegible]

October [illegible], 1954

Request for extension of time
No. [illegible]
October [illegible] and 29 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from the Colorado Fuel and Iron Corporation for an extension of time on the [illegible] Section, Contract No. [illegible], from October [illegible], 1954 to December [illegible], 1954.

Owing to the large amount of [illegible] contracts recently awarded by the Commission, the steel mills have been unable to produce the line posts and [illegible] posts in accordance with the proposed schedule. The contractor was unable to obtain this material elsewhere and suffered approximately two months delay in delivery.

Since the fault was not that of the contractor, I would recommend that the extension be granted without penalty.

Very truly yours,

[illegible]
Acting State Highway Engineer

Encl.
cc Mr. H. G. Smith

EAP hi

RECEIVED
AUG 20 1954
FOR FILING

11 - 2451
45 6

August 19, 1954

The Colorado Fuel & Iron Corporation,
Pacific Coast Division
1350 N. W. Raleigh St.
Portland, Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 4206, which was awarded to you on June 23 by the State Highway Commission, for fencing on the Oakland Junction-Boomer Hill Road Section of the Pacific Highway in Douglas County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
JUN 25 1954
FOR FILING

June 25, 1954

Colorado Fuel & Iron Corp.
Pacific Coast Division
1350 N. W. Raleigh
Portland, Oregon

Gentlemen:

The State Highway Commission on June 23, 1954 awarded to you State Highway Contract No. 4206 for Oakland Junction-Boomer Hill Road Fencing Project on the Pacific Highway between Oakland and Myrtle Creek in Douglas County. This award was based on your bid of $64,403.88 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mm

Enclosure-1

cc: S. H. Probert
H. G. Smith
R. G. Savage-SIAC

BFI-61(20) Row River Bridges. 1954

#4207

RECEIVED
NOV 23 1955
FOR FILING

4207

FORM E-128 50M REVISED

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

November 21, 1955

Valley Construction Co.
6100 N. E. Columbia Blvd.
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on November 3, had under discussion your request for an extension of time from August 31, 1955 to September 30, 1955 within which to complete your contract No. 4207, for constructing the Row River Bridges on the Pacific Highway in Lane County

We are pleased to inform you that the State Highway Commission granted your request without penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Tom Edwards,
Division Engineer

[illegible]. A. Palmateer,
Resident Engineer

[illegible]. M. Stephenson,
Bridge Engineer

RECEIVED
DEC 6 - 1955
FOR FILING

BFI-61 (20)

15

OREGON STATE HIGHWAY DEPARTMENT
(date)
November 17, 1955

(CONTRACT NO.) 4207	(EST. NO.)	(CONTRACTOR)	
4207	11 Final	Valley Construction Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
23304	B-136680	$ 11,950.36	11/17/55

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: March 31, 1955

Time Extensions: to Sept. 30, 1955 without penalty

Completion Date: Sept. 29, 1955

Date Accepted: Nov. 3, 1955

Penalties: None of record

Claims: None of record

Remarks:

Date: 11-25-55

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed:

NOV [illegible] 1955

NOTED ON CARD

RECEIVED
NOV 15 1955
FOR FILING

[illegible]
4207

November 15, 1955

CERTIFIED MAIL

Great American Indemnity Co.
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 4207 for constructing the Row River Bridges on the Pacific Highway in Lane County was completed by the contractor, Valley Construction Company, on September 29, 1955 and was formally accepted by the Highway Commission on November 3, 1955.

Final payment in the amount of $11,950.36 will be released to the contractor on or after November 25, 1955. The total contract amount is $136,897.25 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD
gl

RECEIVED
OCT 13 1955
FOR FILING

4207

October 13, 1955

Oregon State Highway Commission

Request for extension of time
No. 11
November 3 and 4 meeting.

Gentlemen:

Re: Row River Bridges
Contract No. 4207

The Valley Construction Company, contractor on the Row River Bridges on the Pacific Highway in Lane County, has requested a third extension of time from August 31, 1955, to the date the contract was completed, September 30, 1955.

This last delay of thirty days was occasioned by the unavailability of skilled workmen to complete the finishing of the concrete surfaces. All work has been completed, and there has been no delay to hamper the grading and surfacing of the adjacent roadways. This portion of highway is not open to public use. No additional engineering expense has been incurred by the State.

It is recommended that this extension be granted without penalty. Attached is the concurrence of the Bureau of Public Roads in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

PMB/dp
Attached

RECEIVED
AUG 2[illegible]55
FOR FILING

B11 4139
4207

FORM [illegible]

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

August 22, 1955

Valley Construction Co.
6100 N. E. Columbia Blvd.
Portland, Oregon

Gentlemen:

The State Highway Commission at its meeting held on August 11 had under discussion your request for an extension of time from July 1 to August 31, 1955 within which to complete your contract No. 4207, covering construction of the Row River Bridges on the Pacific Highway in Lane County

We are pleased to inform you that the State Highway Commission granted your request without penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Tom Edwards,
Division Engineer

Wallace A. Palmateer,
Resident Engineer

P. M. Stephenson,
Bridge Engineer

RECEIVED
AUG 8 - 1955
FOR FILING

[illegible] (20)
[illegible]

August 5, 1955

Request for extension of time
No. 17
August 11 and 12 meeting.

Oregon State Highway Commission

Gentlemen:

Re: Row River Bridges
Contract No. 4337

The Valley Construction Company, contractor on the Row River Bridges on the Pacific Highway in Lane County, has requested a second extension of time from June 30, 1955, to August 31, 1955, in which to complete the contract.

The contractor completed the two overflow bridges and the approach spans for the Row River Bridge last fall. He then postponed work until the low-water period arrived this spring. To have worked during the winter, it would have been necessary to place falsework in the river during a period when this would have been hazardous.

At the present time, the only work left to be completed is the curbs and handrails on a portion of the river bridge. All work will be completed before the surfacing contractor needs to cross this structure.

As there is no inconvenience to the traveling public nor has the State incurred any additional engineering expense, it is recommended that this extension be granted without penalty. Attached is the concurrence of the Bureau of Public Roads in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

PLB/dp
Attached

RECEIVED
JUN 7 1955
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

[illegible]
4 - 7

June 6, 1955

Valley Construction Co.
6100 N. E. Columbia Blvd.
Portland, Oregon

Gentlemen:

The State Highway Commission at its meeting held on May 25 had under discussion your request for an extension of time, from March 31 to July 1, 1955, within which to complete your contract No. 4207, covering construction of Row River Bridges on the Pacific Highway in Lane County.

We are pleased to inform you that the State Highway Commission granted your request without penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Tom Edwards,
Division Engineer

Wallace A. Palmateer,
Resident Engineer

P. M. Stephenson,
Bridge Engineer

RECEIVED
MAY 4 1955
FOR FILING

May 3, 1955

Request for extension of time
No. 4
May 25 and 26 meeting.

Oregon State Highway Commission

Gentlemen:

Re: Row River Bridges
Contract No. 4007

The Valley Construction Company, contractor on the Row River Bridges on the Coast Fork Willamette River–Divide Section of the Pacific Highway in Lane County, has requested an extension of time from March 31, 1955, to July 1, 1955, in which to complete the contract.

On this contract, the contractor has completed the approach span at the north end of the Row River Bridge and the two overflow bridges. Since the Row River is a stream that rises rapidly during heavy rain storms and during periods of melting snow, the contractor has been reticent to place falsework in the stream channel; and, due to this danger, we have not ordered him to do so. The contractor has resumed work on this project and expects to have the concrete deck poured by May 31.

As we anticipate no delay to the grading or surfacing contracts due to the contractor's intentional delay in proceeding with the work, it is recommended that this extension be granted without penalty. Attached is the concurrence of the Bureau of Public Roads in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

PMS/de
Attached

R

RECEIVED
[illegible]
FOR FILING

PI I 61([illegible])

4207

August 5, 1954

Valley Construction Company
6100 N. E. Columbia Blvd.
Portland, Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 4207, which was awarded to you on June 23 by the State Highway Commission, covering construction of the Row River Bridges on the Pacific Highway in Lane County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
JUN [illegible] 1954
FOR FILING

[illegible]

June 25, 1954

Valley Construction Company
6100 N. E. Columbia Blvd.
Portland, Oregon

Gentlemen:

The State Highway Commission on June 23, 1954 awarded to you State Highway Contract No. 4207 for construction of Row River Bridges on the Pacific Highway near Cottage Grove in Lane County. This award was based on your bid of $141,925 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mm

Enclosure-1

cc: H. G. Smith
S. H. Probert
R. G. Savage-SIAC
G. S. Paxson

320-1705 Oakridge (First St.) Paving 1954
Proj. in Oakridge.
#4208

OREGON STATE HIGHWAY DEPARTMENT
(date)
November 12, 1954

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
4208	2-Final	T. C. [illegible]	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
23198	B-208370	$ 6,357.00	11/10/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION
Ruth Rawlings

Specified Completion Date: Oct. 31, 1954

Time Extensions: none

Completion Date: Sept. 13, 1954

Date Accepted: Sept. 23, 1954

Penalties: none

Claims: none

Remarks:

Date: 11-15-54

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

NOTED ON CARD
11-15-54

Warrant Mailed:
Ruth Rawlings

RECEIVED
NOV 3 1954
FOR FILING

321-1905
4355

November 1, 1954

United Pacific Insurance Company
Bryant G. DeBar, Agent
88 East 10th Avenue
Eugene, Oregon

Dear Sir:

State Highway contract No. 4208 for work performed on the First Street project in Oakridge, Lane County was completed by the contractor, T. G. Wildish, on September 13, 1954, and was formally accepted by the Highway Commission on September 23, 1954.

Final payment in the amount of $6,757.00 will be released to the contractor on or after November 12, 1954. The total contract amount is $12,016.15, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

do

cc: United Pacific Insurance Company
Portland Branch Office
627 Board of Trade Bldg.,
Portland 4, Oregon

11-1-54,S

Form E-1-1M

4

320-1705

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Sept. 18, 1954

Section Oakridge (First Street)

Kind of work Paving

Highway City Street

Section prefix 320-1705

Contractor T.C. Wildish

Contract number 4208

Date of contract June 23, 1954

Date of completion October 31, 1954

Date work started Sept. 1, 1954

Estimated date of completion ......, 19......

Amount of contract $12,010.19

Per cent of time elapsed ...... %

Estimated cost of completed project, exclusive of engineering $12,016.15

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $564.40, 61 %

Date project was completed Sept. 13, 1954

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor completed placing Class "B" A.C. Monday Sept. 13.

This is the last weekly report on this project.

NOTED

Two checkers and one inspector one day.

NOT

NOTED
FORREST COOPER

RECEIVED
1954
OFFICE OF

Signed H. E. Mayfield

Address Rm. 4, 506½ Main St., Springfield, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					0.21
Miles partially completed					
Miles completed					0.21
Total estimated quantities					1200 T.
Estimated quantities moved or placed to date					1239.24 T.
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					1
Hours per shift					10
Average force on project for week					32

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	5					2	7
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons	20						20
Men and tractors							

Equipment used during week: Shovels ...., Power graders 1, Rollers 3, Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers .... Barber Greene 1 . . . ., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	Showers		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday			

State Printing

RECEIVED
AUG 6 - 1954
FOR FILING

220-170E

4-26

August 5, 1954

Mr. T. C. Wildish
5001 Franklin Blvd.
Eugene, Oregon

Dear Sir:

We enclose herewith a fully executed copy of contract No. 4208, which was awarded to you June 23 by the State Highway Commission, for paving on the Oakridge (First Street) Section in Lane County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

July 2, 1954

NOTED
Harold C. Ayers

NOTED
V. R. JONES

NOTED
J. F. HAGEMANN

Mr. Dale E. Helikson
City Recorder
Oakridge, Oregon

Dear Sir:

On June 23, 1954, the Highway Commission awarded Contract No. 4208 to T. C. Wildish for the paving of First Street from Beech Street to Cedar Street in Oakridge. The contract provides that the work be completed not later than October 31, 1954.

Enclosed for the City's records is a copy of the contract. Plans have previously been sent to you.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

HCA:MM
Encl.

RECEIVED
FOR FILING
[illegible] - 1705

NOTED
W. C. WILLIAMS

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
June 25, 1954

SUBJECT: Investigation of Anonymous Complaint
City of Oakridge

To:

H. G. Smith
Construction Engineer

Dear Sir:

Upon receipt of your letter of June 21 I went to Oakridge with Resident Engineer Mayfield who will do the paving work on the four blocks when the City has completed their portion of the work. I found that the City had removed all of the old base and was replacing it with river gravel from gravel bars close by. The size of the gravel being used would appear to be about 13" minus, with occasional bolder of larger sizes. They had about three blocks on which this base had been laid on the City portion of the project. They were encountering many difficulties in laying this course material.

On the four blocks the State is to pave the gravel has been dumped in piles but not laid out yet. The material, when finally laid out, will make a very substantial base. The extremely course grading of the rocks gave me some concern that they would be finished to a close enough grade that our $1\frac{1}{2}$ cushion material called for in the contract would provide sufficient cover.

In company with Resident Engineer Mayfield I contacted Mayor Eldon Forbis and City Recorder Dale E. Helikson and drew to their attention our concern over this point. Mr. Forbis assured me that their engineer was aware of the situation and had planned on getting some suitable crushed materials which are available to them and finish off the gravel topping material to this grade. I am satisfied that the grade, when turned over to the State, will be in good shape and that an adequate base will be provided. Some of the existing surfacing on this street was hauled away because it was so fouled with dirt. On those sections where the existing base was okay it is being combined with the bar run with good results.

We did call Mr. Forbis attention to a strip of mud lying immediately adjacent to the new curbs which have been installed and asked that the City be sure that all this mud was removed before the gravel was bladed against the curb.

I did not feel that any of the other matters mentioned in the anonymous letter were of concern to us.

Very truly yours,

Tom Edwards
Division Engineer

By

L. H. Young
Ass't. Div. Engr.

REFERRED TO
Williams
By Construction Engineer

RECEIVED
JUN 28 1954
OFFICE OF
CONSTRUCTION ENGINEER

LHY:db

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

NOTED
W. C. WILLIAMS

Roseburg, Oregon
June 25, 1954

SUBJECT:

Investigation of Anonymous Complaint
City of Oakridge

To:

H. G. Smith
Construction Engineer

Dear Sir:

Upon receipt of your letter of June 21 I went to Oakridge with Resident Engineer Mayfield who will do the paving work on the four blocks when the City has completed their portion of the work. I found that the City had removed all of the old base and was replacing it with river gravel from gravel bars close by. The size of the gravel being used would appear to be about 13" minus, with occasional bolder of larger sizes. They had about three blocks on which this base had been laid on the City portion of the project. They were encountering many difficulties in laying this course material.

On the four blocks the State is to pave the gravel has been dumped in piles but not laid out yet. The material, when finally laid out, will make a very substantial base. The extremely course grading of the rocks gave me some concern that they would be finished to a close enough grade that our $1\frac{1}{2}$ cushion material called for in the contract would provide sufficient cover.

In company with Resident Engineer Mayfield I contacted Mayor Eldon Forbis and City Recorder Dale E. Helikson and drew to their attention our concern over this point. Mr. Forbis assured me that their engineer was aware of the situation and had planned on getting some suitable crushed materials which are available to them and finish off the gravel topping material to this grade. I am satisfied that the grade, when turned over to the State, will be in good shape and that an adequate base will be provided. Some of the existing surfacing on this street was hauled away because it was so fouled with dirt. On those sections where the existing base was okay it is being combined with the bar run with good results.

We did call Mr. Forbis attention to a strip of mud lying immediately adjacent to the new curbs which have been installed and asked that the City be sure that all this mud was removed before the gravel was bladed against the curb.

I did not feel that any of the other matters mentioned in the anonymous letter were of concern to us.

Very truly yours,

Tom Edwards
Division Engineer

By

L. H. Young
Ass't. Div. Engr.

REFERRED TO
Williams
By Construction Engineer

RECEIVED
JUN 28 1954
OFFICE OF
CONSTRUCTION ENGINEER

LHY:db

June 20- 19-57

1

To Whom this may concern

I hear the state is paying
for part of street construction,
in Oakridge. I would investigate
what they are doing. they dug
up a good fondation and are
useing River Rock up to 10 + 12 in
in Dia. Which is no good at all
all Business Men are quite
disgusid abult it. as a good
fondation we is has been destroyed

?

NOTED
W. C. WILLIAMS

NOTED
J. G. SMITH

RECEIVED
JUN 21 1954
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
JUN 25 1954
FOR FILING

June 25, 1954

Mr. T. C. Wildish
P. O. Box 345
Eugene, Oregon

Dear Sir:

The State Highway Commission on June 23, 1954 awarded to you State Highway Contract No. 4208 for Oakridge (First Street) Paving Project in Lane County. This award was based on your bid of $11,493 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mm

Enclosure-1

cc: H. G. Smith
S. H. Probert
R. G. Savage-SIAC

NOTED
V. R. JONES

NOTED
Harold C. Ayers

June 24, 1954

Mr. Dale E. Helikson
City Recorder
Oakridge, Oregon

NOTED
J. F. HAGEMANN

Dear Sir:

On June 23, 1954, the State Highway Commission awarded a contract to T. C. Wildish of Eugene for the paving on First Street in Oakridge and the estimated total cost based on this bid is as follows:

Contract Items	$11,493.00
Engineering and contingencies	1,436.63
Survey	300.00
Total.....	$13,229.63

You will be forwarded a copy of the contract at a later date.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

HCA:MM

RECEIVED
JUN 15 1954
FOR FILING

320-1105

4215

Oak. Rd.

June 15, 1954

Mr. Dale E. Helikson, City Recorder
City Hall
Oakridge, Oregon

Dear Sir:

We are enclosing herewith for the records and files of your City a fully executed copy of an agreement between the State Highway Commission and the City of Oakridge covering the Special City Allotment project in Oakridge.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

1[illegible]
Ham[illegible] [illegible]ers

May 26, 1954

Mr. Charles C. Bayles
Consulting Engineer
2021 Riverview Street
Eugene, Oregon

NOTED
V. R. JONES

Dear Sir:

We acknowledge receipt of your correspondence of May 12, 1954 regarding the proposed improvements on First Street in Oakridge and find that the items mentioned in your letter have been amply covered in our plans and specifications.

Having been advised by Mr. Dale Helikson that you planned to be in Oakridge on May 25th, Mr. H. C. Ayers of this office paid a call on Mr. Helikson and Mayor Forbis and was disappointed in not being able to contact you. The recorder was handed one copy of the standard specifications and five copies of the special provisions with three sets of plans for the State's portion of the project.

You are correct in assuming that the State Highway Department would furnish inspection and supervision for their portion of the project and that the City will have similar jurisdiction on the city section. With regard to the certain points which you have stated needed decision or clarification we advise as follows:

1. The State will furnish grade stakes and hubs on the state section.

2. Bids will be opened on May 23, 1954.

3. Clause has been included allowing additional time before notice to proceed in event that the City has not completed its preparation of grade and base by June 15, 1954.

4. The state section starts at the east margin of Beech Street and ends at the west margin of Cedar Street.

5. Paving width will be as set by your curb and gutter, and paving at intersection will end at property lines or as you sug-

[illegible]

May 26, 1954

NOTED
V. R. JONES

Mr. Charles C. Bayles
Consulting Engineer
2021 Riverview Street
Eugene, Oregon

Dear Sir:

We acknowledge receipt of your correspondence of May 12, 1954 regarding the proposed improvements on First Street in Oakridge and find that the items mentioned in your letter have been amply covered in our plans and specifications.

Having been advised by Mr. Dale Helikson that you planned to be in Oakridge on May 25th, Mr. H. C. Ayers of this office paid a call on Mr. Helikson and Mayor Forbis and was disappointed in not being able to contact you. The recorder was handed one copy of the standard specifications and five copies of the special provisions with three sets of plans for the State's portion of the project.

You are correct in assuming that the State Highway Department would furnish inspection and supervision for their portion of the project and that the City will have similar jurisdiction on the city section. With regard to the certain points which you have stated needed decision or clarification we advise as follows:

1. The State will furnish grade stakes and hubs on the state section.

2. Bids will be opened on May 23, 1954.

3. Clause has been included allowing additional time before notice to proceed in event that the City has not completed its preparation of grade and base by June 15, 1954.

4. The state section starts at the east margin of Beech Street and ends at the west margin of Cedar Street.

5. Paving width will be as set by your curb and gutter, and paving at intersection will end at property lines or as you sug-

gest at the time actual paving work is in progress.

May we suggest that close attention be given to the placing of base rock by the city forces to assure that a minimum of 10 inches of base rock is placed.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

HCA:MM

cc: Mr. F. D. Morgan,
Asst. Division Engineer,
Roseburg, Oregon

CHAS. C. BAYLES
CONSULTING ENGINEER
2021 RIVERVIEW ST.
EUGENE, OREGON

RECEIVED
1954
ENGINEER
COUNTY RELATIONS

May 12, 1954

Oregon State Hwy. Dept.
City County Relations
Salem, Oregon.

Gentlemen:

Transmitted under separate cover is an up-to-date blue line print of the proposed improvements to First St. in Oakridge. It is understood that you have already been furnished with an earlier print by the City Recorder. This later print amplifies and supercedes the earlier drawing.

As of this writing, the current contract for curbs, gutters and drainage is approximately one-half complete. The catch basins and pipe are all in and about 1/3 of the curb and gutter is constructed. In my opinion, the Contractor will not finish his work on the scheduled completion date of June 1. A more probable date is June 15. The city will also be grading, placing base rock, resetting manhole covers, moving utility poles, installing valve boxes, etc., until about the same date. Also, you have undoubtedly been informed by the City Recorder of the state of right of way acquisition on the South side of First St. It now appears unlikely that the strip of property at the Southeast corner of 1st and Alder will have been acquired in time to have the curb and gutter poured on that 50' section earlier than June 15. This is the only unacquired section affecting your portion of the work. All other portions should reasonably be complete by June 15, and the unacquired section will be temporarily bypassed if necessary.

As you will note, the depth of base rock, the thickness of asphaltic concrete and the crown have been modified from the sections shown on the earlier drawings. Note that the crown is parabolic.

It is anticipated that the paving contractor will have only the 1 andl/2" leveling course and the 3" asphaltic concrete surface to install to complete the First St. project. It is intended that all other preparations will have been made and that the base will have been fine graded close to the desired section. Watering and rolling, however should be included in the paving contract. It is our intent to let a contract for the remaining work at nearly the same time as you let the upper section. We plan to use identical specifications and contract (insofar as proper) also in order that, if possible, one contractor will be able to obtain the entire project under similar conditions.

It is presumed that you will furnish inspection and supervision on your portion of the work and that the City will have similar jurisdiction on its section. It is believed, however that certain points need decision or clarification and that consideration should be given immediately to the following items:

1. Responsibility for furnishing grade stakes and hubs on State Section.
2. Actual date of opening bids by State.
3. Necessity for clauses in specifications allowing additional time before notice to proceed in the event the City is not ready with preparation as noted above.
4. Actual State Section. It is now assumed that your project will begin at station 2 + 60.0, East margin of Beech and end at 13 + 59.0, West margin of Cedar.
5. Note that actual paving width on State Section is 54' minus 2 gutters of 1'-3" or 51.5', and that paving at intersections ends at the North and South property lines and not at the end of curb returns.

Your attention to these items and decisions or remarks as necessary will be appreciated.

I should like to have as many copies of the State specifications as needed for distribution to bidders and for reference use and inclusion in the City Contract. It is probably that very few copies will be needed for bidders since the same bidders will submit on both projects and the specification issued by you will suffice if it is identical with ours. 5 or 6 copies should be sufficient for our use and if these cannot be furnished, then please inform me where I can obtain one copy to have duplicated.

A copy of this letter and a blueprint are being furnished to Mr. F. N. Morgan, Asst. Div. Engineer, O.S.H.D. Roseburg, Ore.

Yours very truly,

Chas. Bayles
City Engr. Oakridge

cc/ City of Oakridge
F. N. Morgan

RECEIVED
MAY 14 1954
OREGON
STATE HIGHWAY COMMISSION

City of
Oakridge Office of the Recorder

May 7, 1954

State Highway Department
Salem, Oregon

Attention: John F. Hageman, Ass't. Engineer, County-City Relations

Dear Mr. Hageman:

As to the enclosed agreement, execution of which I have taken up with the Common Council, we propose the following changes:

1. That the project should be listed as First Street from Beech to Crestview, and that the agreement should contain substantially the following amendment:

> It is specifically understood by and between the parties that the special grant of funds the City is to receive under the terms of this agreement, is to be applied towards the total cost of the entire project, which is the improvement of First Street from Beech Street to Crestview Avenue, and it is only for administrative purposes that the State is to do that part of the project as herein set forth.
>
> It is further understood and agreed that the special grant of funds up to $15,000 which the City is to receive under this agreement, is to be applied towards the city's share of the total cost of the project, and that the City has a right to assess all of the properties benefitted for the entire length of the project.

   The reason for this suggestion is that we want to be sure that we can have the right to equally assess all of the properties along the entire project, which is the only fair way.

2. It is our feeling that the City should have the right to approve the plans and specifications which will be prepared by your Department. there are two reasons for this request; first, that we would like to have our engineer check them over to make sure that all items are covered; secondly, that we want to use the same specifications for the balance of the project, and it would, therefore, be well if we had a chance to look them over.

3. The City would like to have the right to approve or reject any bid in excess of your estimate of $17,500, due to the fact that we are operating on a pretty tight budget on this project, and do not want to commit ourselves to more than we will be able to handle.

2 - State Highway Department - 5/7/54

Please be assured that on all of these matters, we do not want to cause your Department any unnecessary trouble, and we do not want to make any unreasonable requests.

Since your Department has to approve these items, I thought it best to return the copies of the original agreement to you so that you could take the matter up with the appropriate parties and get their approval before any changes are made in the agreement.

I would appreciate it if you would have the agreement prepared in the manner you deem best and return it to me. Upon the receipt of the same, I shall immediately have a special meeting called so that it can be approved and returned to you without further undue delay.

I am also enclosing a copy of the proposed ordinance covering the matter.

Very truly yours,

Dale E Helikson sa
DALE E. HELIKSON
CITY RECORDER

DEH/sb
Encls.

cc: Eldon L. Forbis, Mayor
M. R. Holst

This letter was
answered in personal
Conversation May 25, 1954
Legal Dept. says no.
H G Ayers

RECEIVED
MAY 10 1954
OREGON
STATE HIGHWAY COMMISSION

5-26-54

ORDINANCE NO. ~~265~~ 270

AN ORDINANCE PROVIDING FOR A FORM OF AGREEMENT BY AND BETWEEN THE CITY OF OAKRIDGE, OREGON, AND THE STATE OF OREGON ACTING BY AND THROUGH ITS STATE HIGHWAY COMMISSION FOR THE IMPROVEMENT OF FIRST STREET AND DECLARING AN EMERGENCY.

WHEREAS, the City of Oakridge, Oregon has heretofore made application to the State of Oregon, acting by and through the State Highway Commission for assistance in repairing or reconstructing streets under the provision of O.R.S. 366.800 and 366.805, and

WHEREAS, the State Highway Commission has accepted such application for the improvement of First Street from Beech to Cedar Street in the City of Oakridge, and

WHEREAS, the form of agreement prepared by the State Highway Commission and approved by the City Attorney, the Highway Commission has agreed to pay the costs of the project up to Fifteen Thousand and no/100 Dollars ($15,000.00); the City to pay all costs in excess of $15,000 for the portion of the project to be administered by the State Highway Commission, with the City reserving the right to assess the benefitted properties;

THE PEOPLE OF THE CITY OF OAKRIDGE DO ORDAIN AS FOLLOWS:

Section 1. That that certain form of agreement herein above referred to be entered into by the City of Oakridge, Oregon, and the State of Oregon, acting by and through the State Highway Commission, providing for the improvement of First Street from Beech Street to Cedar Street in the City of Oakridge and is hereby approved and accepted as so submitted.

Section 2. That the Mayor and the Recorder of the City are hereby authorized and directed to execute said agreement in triplicate and to deliver said agreement to the State Highway Commission for execution by said Commission.

Section 3. Whereas it is necessary that said improvements be made in the spring or summer of 1954, while the weather permits, and whereas, the State Highway Commission cannot award a contract for said improvements until the said agreement has been executed by the Mayor and Recorder, thereby involving the peace, health and credit of the people of the City of Oakridge, Oregon, an emergency is hereby declared to exist and this ordinance shall be in full force and effect from and after its passage by the Common Council and approved by the Mayor of the City of Oakridge.

Passed by the Commoh Council of the City of Oakridge this 26th day of May, 1954.

Approved by the Mayor of the City of Oakridge this 26th day of May, 1954.

/s/ Eldon L. Forbis
ELDON L. FORBIS, Mayor

ATTEST:

/s/ Dale E. Helikson
DALE E. HELIKSON, CITY RECORDER

City of
Oakridge Office of the Recorder

February 8, 1954

State Highway Department
Salem, Oregon

Attention: John W. Cattrall, County-City Relations

Dear Mr. Cattrall:

This is the letter I stated that I would write when I last talked to you over the phone.

First I would like to explain the entire situation to you, and for this purpose, I am setting forth the estimated costs and the sources from which we expect to derive the money for such costs in the proposed paving project in Oakridge:

ESTIMATED COST OF PROJECT:

1.	Acquiring Right-of-Way -	$12,000.00
2.	Curbs and Gutters -	11,000.00
3.	Preparation of Base -	10,000.00
4.	Paving with Asphaltic Concrete -	34,000.00
5.	Miscellaneous costs -	3,000.00
	Total Estimated Cost -	$70,000.00

SOURCES OF REVENUE:

1.	State Tax Street Fund Moneys Pledged	$14,000.00
2.	Additional State Tax Street Fund moneys from Feb. and Aug. 1954 Receipts -	10,000.00
3.	Special grant from State -	15,000.00
4.	Special Assessments -	31,000.00
	Estimated Total Revenue -	$70,000.60

We are advertising for bids for the curbs and gutters, and such bids are to be opened on February 17, 1954.

We would like very much to have one contract for the entire paving of First Street, which, if the State were to handle the entire contract, would mean that we should have for deposit cash in the amount of approximately $20,000.00, in addition to the $15,000.00 the State granted. The purpose of our proposed trip to Salem was to determine whether or not the State would waive its ruling in this particular case against accepting improvement warrants of the City, and failing in this, to find out if the state would be willing to contract for part of the paving job, and the City contract for the balance of the job.

It is my thought that if we could let one contract, we would get a much better bid than if it is necessary to let two contracts.

In case separate bids are to be let, would it be possible to state in the bids offered by the State that the City is contemplating paving an additional amount, and to have the City's bids for contracting opened on the same date? We believe that the contractor would make a better bid if he knew that there would be additional work to be done.

I hope that I have given you a clear statement of our problems. Any suggestions you might have in the matter will be greatly appreciated. We certainly do not want to bother you unnecessarily, but we do feel that it is important that we investigate all angles of the matter so that we can get the job done for the least amount of money.

Very truly yours,

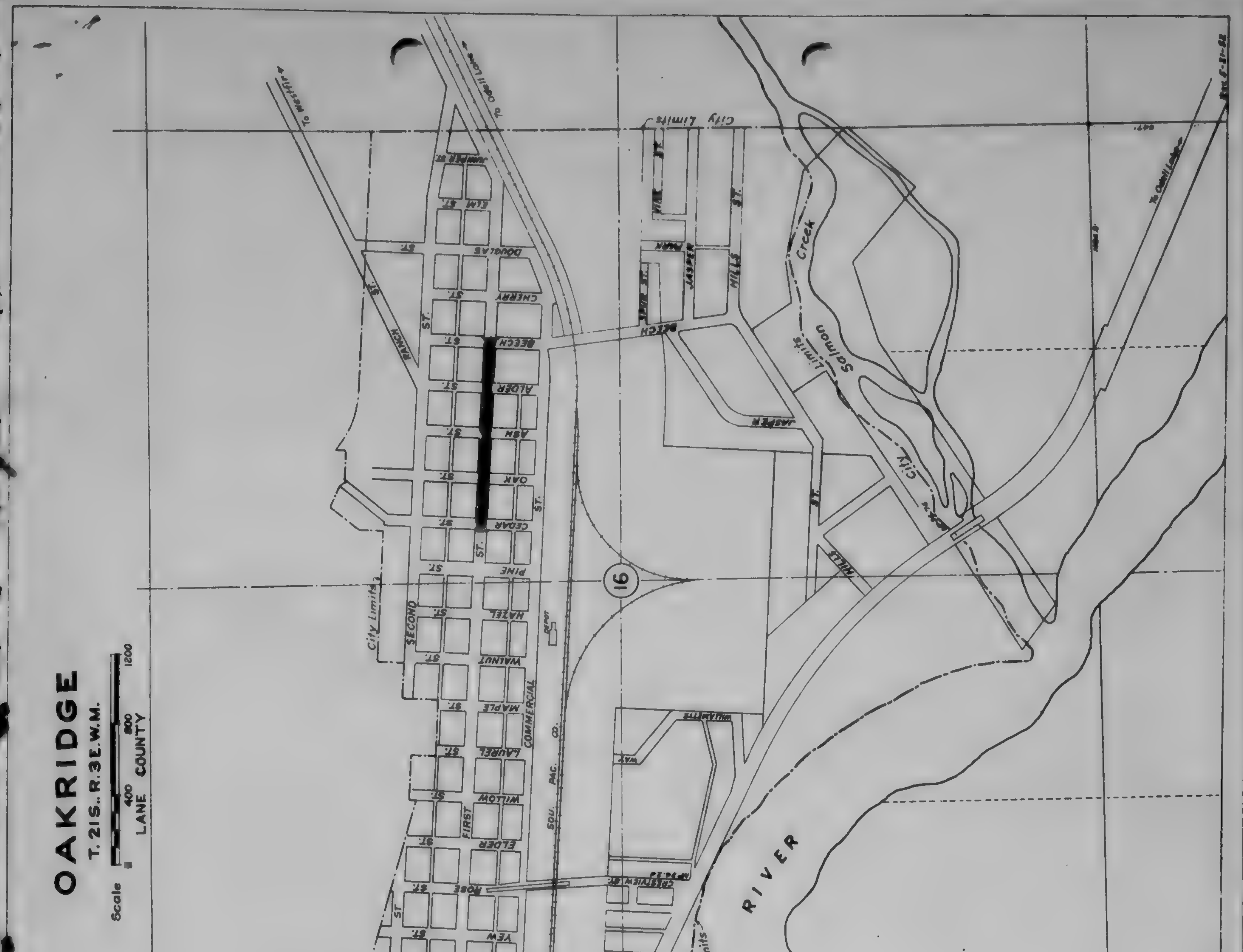
CITY OF OAKRIDGE

DALE E. HELIKSON
CITY RECORDER

DEH/sb
cc: C.C. Bayles
M. R. Holst
Eldon Forbis

RECEIVED
- 9 1954
ENGINEER
ANS

RECEIVED
FEB 9 1954
OREGON
STATE HIGHWAY COMMISSION


OAKRIDGE
T. 21S., R. 3E. W.M.
LANE COUNTY
Scale 0 400 800 1200
City Limits
SECOND ST.
FIRST ST.
COMMERCIAL ST.
SOU. PAC. CO.
Depot
JASPER ST.
ELM ST.
DOUGLAS ST.
CHERRY ST.
BEECH ST.
ALDER ST.
ASH ST.
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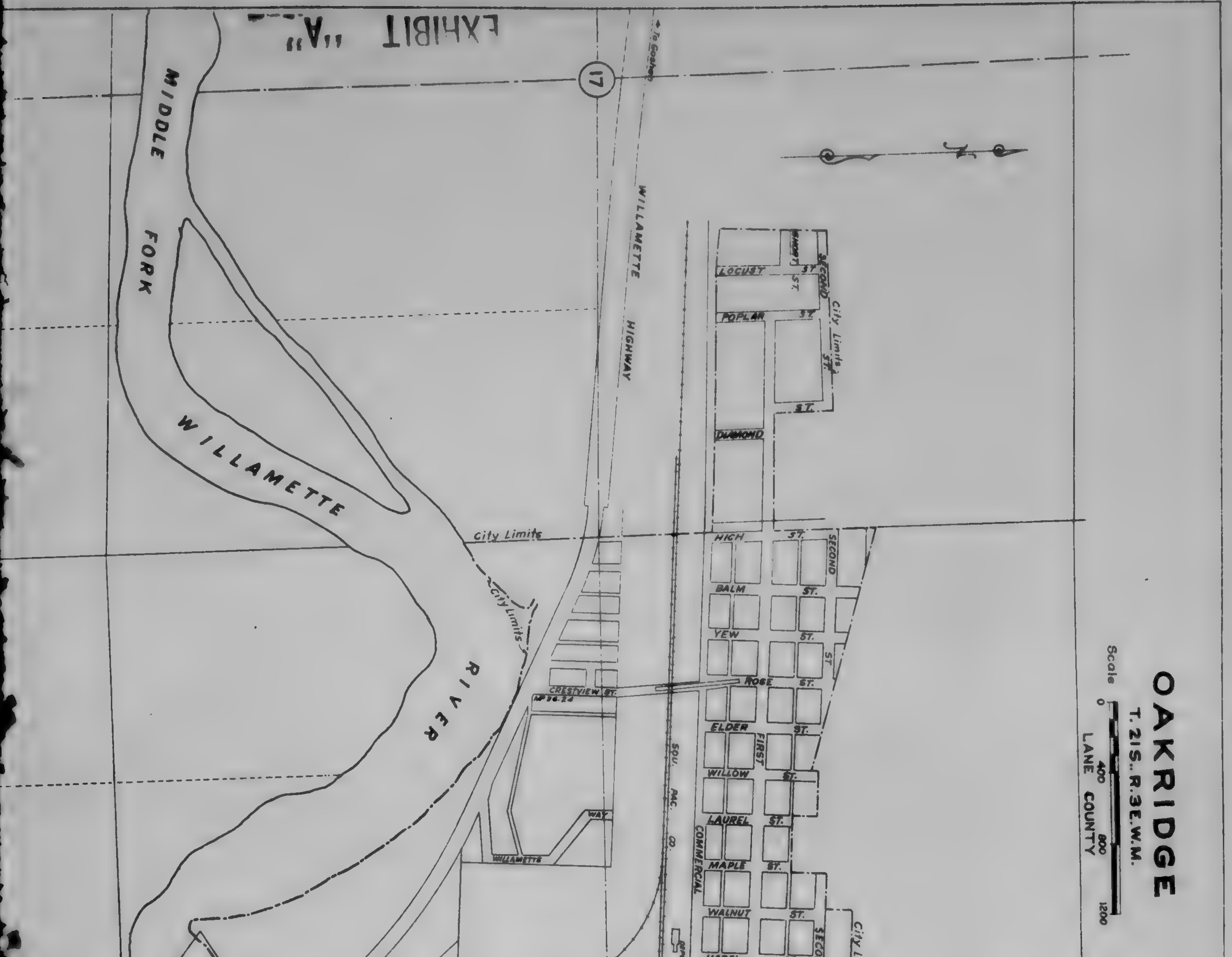
ELDER ST.
ROSE ST.
YEW ST.
BALM ST.
HIGH ST.
DIAMOND
POPLAR ST.
LOCUST ST.
RANCH ST.
MILLS ST.
JASPER
WILLAMETTE WAY
CRESTVIEW ST.
WILLAMETTE HIGHWAY
16
17
To Westfir
To Goshen
Salmon Creek
WILLAMETTE RIVER
MIDDLE FORK

EXHIBIT "A"

EXHIBIT "A"



OAKRIDGE

T. 21S., R. 3E. W.M.

LANE COUNTY

Scale 0 400 800 1200
MIDDLE FORK WILLAMETTE RIVER
WILLAMETTE HIGHWAY
17
16
To Eugene
City Limits
Salmon Creek
SOU. PAC. CO.
COMMERCIAL ST.
FIRST ST.
SECOND ST.
LOCUST ST.
POPLAR ST.
DIAMOND
HIGH ST.
BALM ST.
YEW ST.
ROSE ST.
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ALDER ST.
BEECH ST.
CHERRY ST.
DOUGLAS ST.
ELM ST.
JUNIPER ST.
RANCH ST.
WILLAMETTE
WAY
HILLS ST.
JASPER
JASPER PARK
PARK ST.
DEPOT
To Odell Lake
To Westfir
Rev. 5-21-52

NOTED
J. W. CATTRALL

December 17, 1953

Mr. Dale E. Helikson
City Recorder
Oakridge, Oregon

NOTED
Harold C. Ayers

NOTED
J. F. HAGEMANN

Dear Mr. Helikson:

The State Highway Commission, at its December 10-11, 1953 meeting, approved a project in the City of Oakridge to be constructed from the 1954 Special City Allotment fund as provided by Chapter 149, Oregon Laws 1949.

The project was approved on the basis that the City shall at its own expense install curbs, drainage, do all grading and placing of base rock, and pay all costs of the project in excess of $15,000. The project is to consist of the placing of leveling course and asphaltic concrete pavement on First Street from Rose Street to Beech Street, (54' width - Beech to Pine, 24' width - Pine to Rose) a distance of approximately 0.62 mile.

You will be contacted at a later date to work out details of the project and to negotiate an agreement.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

HAC:ph

NOTED
J. W. CATTRALL

City of
Oakridge
Office of the Recorder

RECEIVED
NOV - 9 1953
ENGINEER
[illegible]ATIONS

November 6, 1953

NOTED
Harold C. Ayers

NOTED
J. F. HAGEMANN

State Highway Commission
Salem, Oregon

Attention: John W. Cattrall, Engineer for County-City Relations

Dear Mr. Cattrall:

Mr. Harold Ayers of your department, discussed with us the matter of the paving of First Street in Oakridge, and requested that the city write a letter to the Highway Commission, advising the Department of the city's plans for First Street.

The matter was discussed at a regular meeting of the Common Council held November 4, 1953, and the Council authorized me to write a letter to you advising you that the City definitely wants to proceed with the project, and that the City will do all of the preliminary work, including the placing of the base rock to grade, and the installation of proper drainage and curbs; and that the City is agreeable that your Commission let the contract for the actual paving with asphaltic concrete. However, the City would like to have the right to approve the bid when it is received, for the reason that the City will have to be able to determine whether or not it has sufficient moneys to pay its share of the cost of such paving.

The Council also has decided to seek to acquire a 10 ft. strip of land along the South side of First Street from Beech to Pine, so that the street right of way will be 70 feet, and the pavement 54 feet in width between the above mentioned streets.

Mr. Ayers also requested us to advise you of the date when the city's work will be completed, and he suggested that the work should be completed on or about the 1st of March, 1954, in order that the city's work would be completed at the time that the State advertises for bids for the paving work. The Council is of the opinion that as of this date, the City cannot actually determine when its work will be completed, but will advise your Department on this item as soon as possible. The Council is meeting again on November 11, 1953, to iron out some of the details of such project, and we will keep you advised.

The consideration and cooperation we have received from your Department has been greatly appreciated.

Very truly yours,
CITY OF OAKRIDGE
Dale E. Helikson
DALE E. HELIKSON
CITY RECORDER

DEH/sg
cc: Ayers
Bayles
Forbis
Holst

Form cc-50
Special City Allotment

4-1-53

RECEIVED
APR [illegible] 1953
ENGINEER
[illegible]

RESOLUTION

WHEREAS, Section 2 of Chapter 149, Oregon Laws 1949, provides:

> "Beginning with the year 1949 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O. C. L. A.; section 15, chapter 413, Oregon Laws 1945, as amended by section 4, chapter 114, Oregon Laws 1947; and section 29, chapter 467, Oregon Laws 1947: and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act."

and

WHEREAS, Section 3 of said act provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of two hundred fifty thousand dollars ($250,000) shall be withdrawn from such appropriation each year and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said two hundred fifty thousand dollars ($250,000) shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities."

and

WHEREAS, the City of Oakridge is an incorporated city of the State of Oregon, and has a population of 1562, as given by the latest official census, and

WHEREAS, the following streets of said city, First Street between the West line of Crestview Avenue and the East line of Beach Street.

are not a part or parts of the state highway system, but are streets of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy industrial traffic", and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement, and such city is without necessary funds with which to do said work,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit,

First Street between the West line of Crestview Avenue, and the East line of Beach Street.

are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair, by reason of a sudden increase in population in the area, or because of excessive and unusual industrial traffic, and the city is without the funds necessary

to put said streets in proper condition for the traffic to which they are being subjected.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues.

4. That the City of Oakridge does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and, therefore does designate Mayor Eldon L. Forbis as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 1st day of April, 1953.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

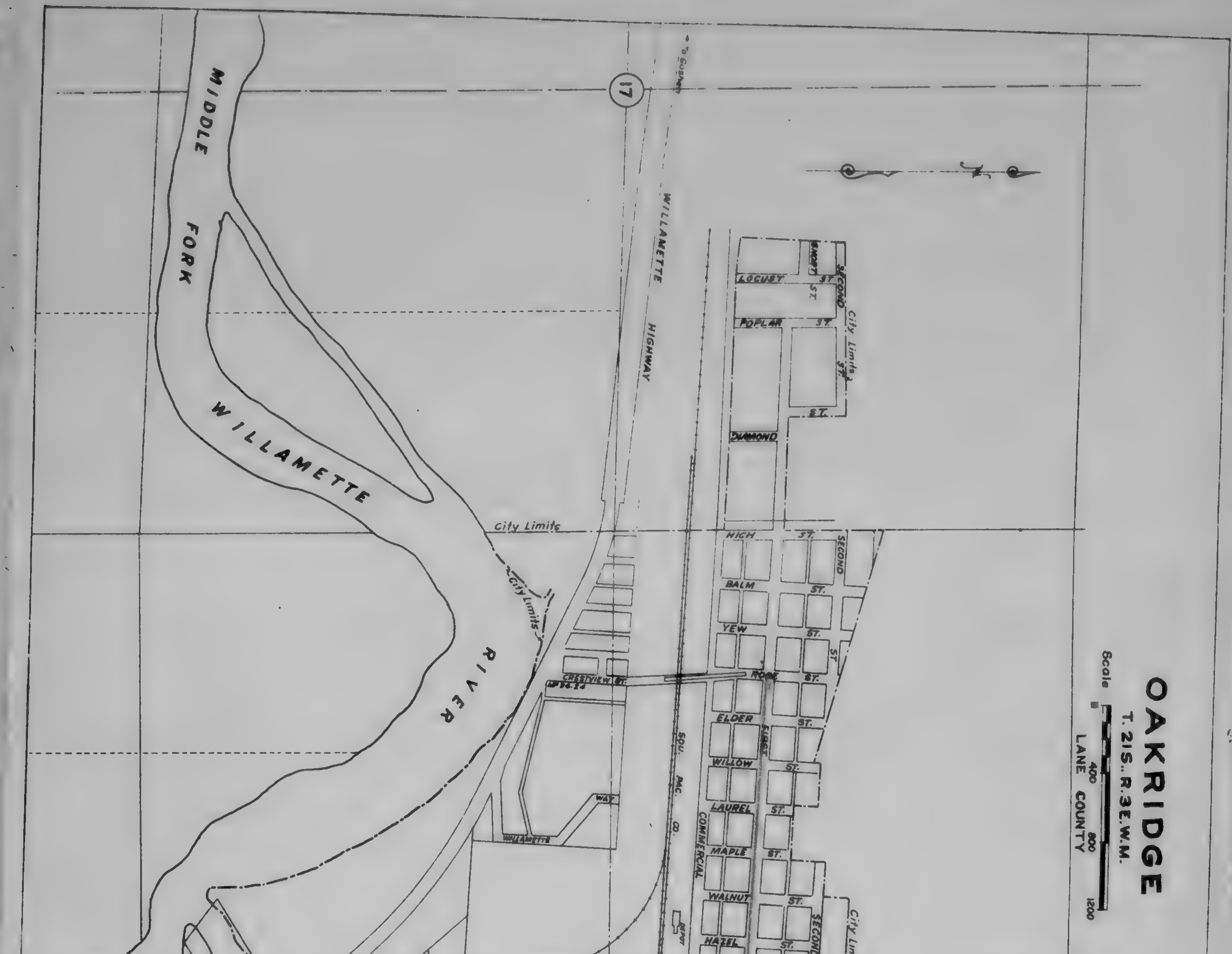
- -

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Oakridge at a regular ~~or special~~ meeting of said council, held on the 1st day of April, 1953, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 1st day of April, 1953.

Dale E. Helikson

City Recorder DALE E. HELIKSON


OAKRIDGE
T. 21S., R. 3E. W.M.
LANE COUNTY
Scale
400
800
1200
MIDDLE FORK WILLAMETTE RIVER
WILLAMETTE HIGHWAY
17
16
To Eugene
City Limits
SOU. PAC. CO.
DEPOT
COMMERCIAL
FIRST ST.
SECOND ST.
LOCUST ST.
POPLAR ST.
DIAMOND
HIGH ST.
BALM ST.
YEW ST.
ROSE ST.
CRESTVIEW ST.
ELDER ST.
WILLOW ST.
LAUREL ST.
MAPLE ST.
WALNUT ST.
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PINE ST.
CEDAR ST.
OAK ST.
ASH ST.
ALDER ST.
BEECH ST.
CHERRY ST.
DOUGLAS ST.
ELM ST.
JUNIPER ST.
RANCH ST.
WAY
WILLAMETTE
HILLS ST.
JASPER
JASPER PARK
PINE ST.
Salmon Creek
To Oakridge Lake
To Westfir
Rev. 8-21-52

BFI-324(9)   Hayesville Interchange   1954

#4209

RECEIVED
JUL 11 1955
FOR FILING
BF1-324(9)

OREGON STATE HIGHWAY DEPARTMENT

	(date)	
	June 22, 1955	
(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
4209	11-Final	Tom Lillebo
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT) (DATE)
12211	R-125280	$ 30,222.68 6/22/55

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: April 30, 1955

Time Extensions: to May 30, 1955 without penalty

Completion Date: May 23, 1955

Date Accepted: June 30, 1955

Penalties: None of record

Claims: None of record

Remarks:

Date: 7-6-55

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: JUL 6 1955

Ruth Rawlings

NOTED ON CARD

FORM E-123 [illegible] REVISED

RECEIVED
JUN 23 1955
FOR FILING
FFI
4209

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

June 22, 1955

Mr. Tom Lillebo
Reedsport
Oregon

Dear Sir:

The State Highway Commission on June 14 had under discussion your request for an extension of time from April 30 to May 30, 1955 within which to complete your contract No. 4209, for construction of the Hayesville Interchange Structures on the Portland-Salem Expressway in Marion County.

We are pleased to inform you that the State Highway Commission granted your request without penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: J. D. Walker,
Division Engineer

L. L. Jensen,
Resident Engineer

P. M. Stephenson,
Bridge Engineer

RECEIVED
JUN 15 1955
FOR FILING

BFI [illegible]
4 7

B

June 14, 1955

REGISTERED MAIL

Glens Falls Indemnity Co.
Pacific Coast Department
Mills Tower
San Francisco 4, California

Gentlemen:

State Highway Contract No. 4209 for work performed on the Hayesville Interchange Structures on the Portland-Salem Expressway in Marion County was completed by the contractor, Tom Lillebo, on May 23, 1955 but has not as yet been accepted by the Commission.

Final payment in the amount of $30,222.68 will be released to the contractor after acceptance by the Highway Commission. The total contract amount is $232,376.78 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
JUN 2 1955
FOR FILING

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4 | 2

June 1, 1955

Oregon State Highway Commission

Request for extension of time
No. 2
June 30 and July 1 meeting.
approved by Comm.
[illegible] Trip
June 13 14, 1955

Gentlemen:

Re: Hayesville Interchange Structures
Contract No. 4309

Tom Lillebo, contractor on the four structures at the Hayesville Interchange on the Portland-Salem expressway in Marion County, has requested an extension of time from April 30, 1955, to May 30, 1955, in which to complete the contract.

All work on this contract was completed by the specified completion date with the exception of a small amount of concrete finishing and cleaning up the job site.

As the traveling public has not been inconvenienced by this delay nor will the State incur any additional engineering expense, it is recommended that this extension of time be granted without penalty. Attached is the concurrence of the Bureau of Public Roads in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

PMG/ds
Attached

RECEIVED
JAN 6 - 1955
FOR FILING

[illegible]

5419

January 5, 1955

Mr. G. F. Chambers, President
Valley Packing Company
Salem, Oregon

Dear Mr. Chambers:

Under date of October 15, 1954, Mr. W. C. Williams replied to your letter of October 4 regarding drainage in the Hayesville-Claggett Creek area, advising that a survey of the conditions was being made and that we would communicate with you when this study was finished. We have completed our surveys and I am enclosing herewith a map on which such drainage features are indicated.

I wish to call your attention to the fact that no additional volumes of drainage have been added to Claggett Creek by our recent highway construction. Some changes are evident by reason of certain channel changes and the installation of a 10x8 concrete box culvert under the private road leading to the Hollywood Bowl. These changes, however, do not increase the drainage, as formerly the small culvert could not carry the water which merely backed up and ran over the road, reaching the same destination. We installed the larger box in order to eliminate backwaters which would run over the new Salem By-pass.

Actually, what has happened in the Claggett Creek area is that three different drainages were combined into one when the City of Salem's interceptor sewer was installed. Before this sewer was installed a portion of the drainage reached the slough at three different locations, one being near the underpass on US99E, the second one westerly from the Randall Oil Service Station, and third the Claggett Creek channel itself. During the periods of high runoff the drainage concentrated in Claggett Creek causes overflowing of the land to the west of the slough. I cannot see where highway improvements in the vicinity have aggravated the situation. It is admitted, of course, that flood waters may reach the central drainage area more rapidly than formerly, but the major reason for this is the extensive culture development of the Claggett Creek area due to new housing projects which reduce the areas which absorb the rainfall and increase the runoff. Would suggest that the deepening of the channel leading to Clear Lake and the riprapping of the bank near the slough entrance may help your situation.

We would be very glad to discuss this matter with you in detail, if you should so desire, after you have studied the conditions as indicated on the map.

Very truly yours,

R. H. Baldock
State Highway Engineer

Enclosure

cc Mr. W.C. Williams
Mr. H. G. Smith
Mr. J. D. Walker

WCW:me fp

FORM 230—90M—4-54—74986

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 27, 1954

SUBJECT:

To: Mr. W. C. Williams
Deputy State Highway Engineer
OFFICE

W. C. WILLIAMS

As you know, we have been making a study of the drainage situation in the Hayesville Interchange area north of Salem. The purpose of this survey was for our own information in connection with the drainage and to enable us to answer a letter from Mr. G. F. Chambers of the Valley Packing Company dated October 4, 1954, in which he reviews the general drainage problem in the Claggett Creek area and states that he is "disturbed that any more volume added to this small stream will cause serious flood conditions, ...".

The construction of the Hayesville Interchange and the Salem By-Pass has not changed the drainage area of Claggett Creek. It is possible that during periods of heavy precipitation that the runoff rate has been accelerated slightly; however, our entire drainage system consists of one 24-inch culvert which, if running full, (which is not anticipated) would not substantially add to the volume of water in Claggett Creek. The principal change in the drainage in the area was caused by the fact that the City of Salem a year or two ago completed an interceptor sewer, which, in general, drains the area northerly from "D" Street and east of the Portland Road, northerly into Claggett Creek. Prior to the construction of the interceptor sewer, the drainage crossed the highway from east to west at three points - at the Southern Pacific Underpass, in the vicinity of the Randle Oil Service Station, and Claggett Creek. All of this water eventually reached Claggett Creek westerly from the highway and flowed in a northwesterly direction to Clear Lake.

In 1951 the City of Salem had an investigation and report from C. A. McClure, registered professional engineer, on the Claggett Creek drainage which contains considerable information but is somewhat inconclusive as to recommendations. Copy of this report is in the Construction Office if you wish to see it. There is no question in my mind but that the construction of the interceptor sewer altered the drainage pattern. How this has affected the general runoff of Claggett Creek westerly from the highway and railroad is difficult to say. However, it seems to e that the answer to that problem would lie in a drainage district which could mprove and maintain the channel of Claggett Creek to provide for a better runoff ith a consequent reduction in flooding, particularly in the Valley Packing Company rea. I do not believe that the Highway Commission should attempt to promote this rainage district. We are, as you know, improving the channel and removing obstructions between the Salem By-Pass and the old Pacific Highway to facilitate runoff nd lower the crest.

It is my recommendation that we tell the Valley Packing people that in our inion we have not materially altered the drainage in the Hayesville area and suggest to them that thought be given to the formation of a drainage district by the people who are more directly affected than the Highway Commission. I am told that a minor amount of riprap placed on the westerly side of Claggett Creek where the two branches of the creek converge just westerly from the Southern Pacific tracks would stop an erosion problem on the Valley Pack property and this might be undertaken at a later date as a cooperative project by the City, the State, and the property owner, if the State could be relieved of future responsibility. However, as the Valley Packing Company has made no specific demands, I do not believe that the matter should be initiated by us but rather that if they feel that they have some specific request to make that it should be done of their own volition, after which it could be considered by the various parties in interest.

I am attaching a copy of a letter from Maurice Jure which is a field report on the matters referred to in this letter. Also, a copy of a sketch map showing the general drainage layout of the Claggett Creek area.

Forrest Cooper

Forrest Cooper
Ass't. Construction Engineer

FC:jv

cc: J. D. Walker

RECEIVED
DEC 28 1954
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30X 37½ 3-34 73730

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 22, 1954

SUBJECT: Report on Claggett Creek Drainage
Hayesville Interchange Area

To: Mr. J. D. Walker
Division Engineer
DEPARTMENT

Dear Sir:

On September 27th, I submitted a report on the channel conditions of Claggett Creek in the vicinity of the Hayesville Interchange, noting that Mr. Chambers of the Valley Packing Company was concerned about the flooding of their property, when the Interchange drainage is directed into Claggett Creek.

Prior to the installation of the Madison Street storm sewer, the drainage of that area lying north of "D" Street and east of Portland Road entered the slough on the Valley Packing Company's property west of the S.P.R.R. at three points . One, westerly from the Underpass on 99E; two, westerly from the Randall Oil Service Station; and 3, the Claggett Creek Channel at the north end of the above slough. When the sewer was installed, practically all of the water from points one and two was picked up and concentrated in Claggett Creek. During high runoff, the water will not make the right angle turn into the creek channel but overflows the land to the west of the slough.

From point three to the Willamette River, the creek channel is choked with rubbish and underbrush to such a degree that any excessive rainfall causes the creek to flood much of the property along the channel. There is, however, enough fall in the creek from the sewer outfall down stream that this does not affect the interchange drainage, and in my opinion, is no concern to the State.

In construction of the drainage system at the interchange, no additional area was added to that already drained into Claggett Creek, it merely accelerates the runoff.

A box culvert has been constructed at the Hollywood Bowl Road and the channel will be cleaned out from Park Lane to 99E crossing, which will alleviate the drainage problem so far as the State is concerned.

I am enclosing herewith a sketch of the area in question along with my previous report and the report to the City of Salem.

cc Const. Off.

Yours very truly,

Maurice N. Juve

Maurice N. Juve
Resident Engineer

FORM S-120 [illegible] REVISED 3-53

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

October 15, 1954

Mr. G. F. Chambers, President
Valley Packing Company
Salem, Oregon

Dear Mr. Chambers:

In reply to your letter of October 4 regarding drainage in the Hayesville-Claggett Creek area, I wish to advise that we are at the moment making a survey and field study of this entire matter. As soon as this survey is completed we will communicate with you and shall be glad to discuss the matter with you.

Very truly yours,

W. C. Williams
Deputy State Highway Engineer

cc Mr. R. H. Baldock
Mr. Forrest Cooper

ASSIGNMENT

Date: October 5, 1954 No. [illegible]719 By wcw

Description: Letter of October 4 from the Valley Packing Company regarding possible future damage to their property if more volume is added to Clagett Creek due to construction work on US99E

Acknowledged by_____ Referred to Smith ✓

- __ Investigate and report with recommendation
- __ Such action as necessary and report
- __ Comment or recommendation
- X Return with rough draft of reply
- __ Prepare reply for signature of Mr._________
- __ Contact correspondent and report

Remarks:

PLEASE RETURN TO W. C. WILLIAMS

Executed 10-14-54 Report Received__________

BRAND

ALITY MEAT PRODUCTS

U. S. GOVERNMENT INSPECTION

PACKING CO. SALEM, OREGON

ober 4, 1954

PLEASE RETURN TO W. C. WILLIAMS

W. C. WIL

ore than casual interest the extensive
on 99-E about two miles north of our
that drainage from this improvement
ocally known as Clagett Creek, running

ance, this stream crosses our property.
em greatly increased the volume carry-
lly in periods of heavy precipitation,
with the result that extensive damage was done to our property. Naturally, we protested and as a result several meetings were held between city officials and property owners all along this stream. Numerous plans were discussed, but no concrete action has been taken.

We are frankly disturbed that any more volume added to this small stream will cause serious flood conditions, and we feel that your department should be fully cognizant of this danger and take remedial steps.

May we hear from you officially relative to this matter?

Yours very truly,

VALLEY PACKING COMPANY

G. F. Chambers

President

GFC:vl

RECEIVED
1954

Cascade BRAND
QUALITY MEAT PRODUCTS
U. S. GOVERNMENT INSPECTION
VALLEY PACKING CO. SALEM, OREGON

October 4, 1954

Oregon State Highway Commission
Highway Building
Salem, Oregon

PLEASE RETURN TO
W. C. WILLIAMS

[illegible]
W. C. WIL[illegible]

Attention: Mr. R. H. Baldock

Gentlemen:

We have watched with more than casual interest the extensive grade separation work being done on 99-E about two miles north of our plant. It is our understanding that drainage from this improvement is to empty into a small stream locally known as Clagett Creek, running westward to the Willamette River.

For a considerable distance, this stream crosses our property. Several years ago the City of Salem greatly increased the volume carry-off of this small stream, especially in periods of heavy precipitation, with the result that extensive damage was done to our property. Naturally, we protested and as a result several meetings were held between city officials and property owners all along this stream. Numerous plans were discussed, but no concrete action has been taken.

We are frankly disturbed that any more volume added to this small stream will cause serious flood conditions, and we feel that your department should be fully cognizant of this danger and take remedial steps.

May we hear from you officially relative to this matter?

Yours very truly,

VALLEY PACKING COMPANY

G. F. Chambers
President

GFC:vl

RECEIVED
[illegible] 1954
[illegible]

RECEIVED
OCT 8 - 1954
FOR FILING

[illegible] (9)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 5, 1954

SUBJECT:

To:
Mr. J. D. Walker
Division Engineer
OFFICE

NOTED
W. C. WILLIAMS

The Valley Packing Company has written a letter to the Department which is in the nature of a sort of a preliminary protest of our draining the Hayesville Interchange into Clagett Creek. For your information, I am attaching a copy of the letter.

While it is probable that the nature of our improvements will increase the intensity of the runoff, I doubt that we are draining any larger area than before our operations started. However, in order to have something on paper in connection with this matter, will you please have a drainage map prepared showing the area which now drains into Clagett Creek which would be affected by the construction of the Hayesville Interchange.

It is certain that we are going to hear more of this matter, therefore I suggest a reasonably careful study precede the preparation of the map. I would appreciate your comments on the problem.

Forrest Cooper
Forrest Cooper
Ass't. Construction Engineer

FC:js

cc: W. C. Williams ✓

RECEIVED
AUG 5 -
FOR FILING

PFI 324(9)

4209

August 5, 1954

Mr. Tom Lillebo
Reedsport
Oregon

Dear Sir:

We enclose herewith two fully executed copies of contracts awarded to you by the State Highway Commission, as follows:

Contract No. 4209, covering the Hayesville Interchange Structures on the Portland-Salem Expressway in Marion County, awarded June 23, 1954.

Contract No. 4215, covering Main Street, 16th Street and Taylor Street Overcrossings on the Pacific Highway in Lane County, awarded June 24, 1954.

Copies of these contracts are also being sent to the surety on your performance bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls.

RECEIVED
JUN 25 1954
FOR FILING

June 25, 1954

Mr. Tom Lillebo
Reedsport
Oregon

Dear Sir:

The State Highway Commission on June 23, 1954 awarded to you State Highway Contract No. 4209 for construction of Hayesville Interchange at the intersection of the Portland-Salem Expressway with the Pacific Highway north of Salem in Marion County. This award was based on your bid of $242,480 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mm

Enclosure-1

cc: H. G. Smith
S. H. Probert
R. G. Savage-SIAC
G. S. Paxson

FORM E-30 [illegible]

FI-2-1(1)

4209

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 16, 1954

SUBJECT:

To:
Mr. W. C. Williams
Deputy State Highway Engineer
OFFICE

Referring to the attached letter to the Portland Gas and Coke Company re temporary handling of their lines in the Hayesville Interchange, I wish to advise that this procedure is made necessary by the fact that it will be necessary to install the drainage outfall from the Hayesville Interchange "bathtub" prior to the grading of the road. Therefore, it would not be feasible to attempt to work around the gas line at the depths encountered.

The Gas Company placed a new line in the Hayesville Interchange area and abandoned their old line at our request and at their expense. In order to install the drainage outfall referred to above, the most economical procedure is to take the new gas line out of service while the sewer work is being done. This can be accomplished by reconnecting the old line during our operations. It is my recommendation that we proceed in this manner and so notify the Gas Company.

I am attaching also an Order for State Force Work to take care of the necessary expense estimated to cost $1,000.

Forrest Cooper

Forrest Cooper
Ass't. Construction Engineer

FC:js
Encls.

RECEIVED
JUN 16 1954
OFFICE OF
STATE HIGHWAY ENGINEER

June 14, 1954

Portland Gas and Coke Company
920 S. W. 6th Street
Portland, Oregon

Gentlemen:

This is your authority to proceed with work necessary to bypass your gas line through the original line at Hayesville Interchange, Portland-Salem Expressway, while sewer laying operations are in progress and to reconnect the detour line after the sewer is completed.

Your estimated cost, I am informed, is approximately $1,000.00.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

[illegible]
cc [illegible]
[illegible]

X 350

OREGON DISTRICT [illegible]

BFI-324 (9)

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

400 STATE HIGHWAY BLDG.
SALEM, OREGON

June 8, 1954

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved P. S. and E. documents for Oregon Project BFI-324(9), Gervais-Hayesville Section (Structures) of the Portland-Salem Expressway. This is to authorize your advertising for bids.

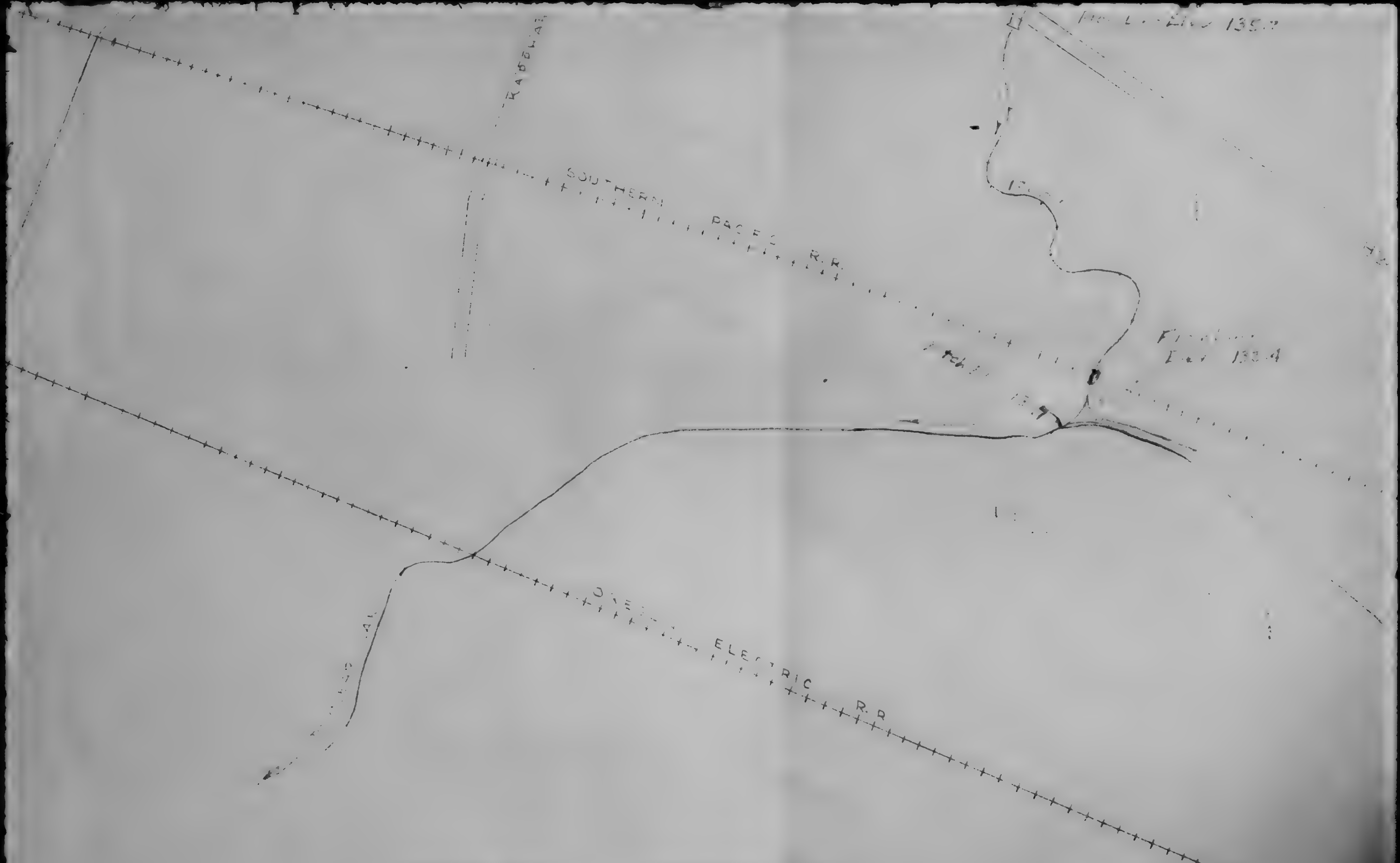
Concurrence in award of contract will be withheld pending notification that all rights of way or rights of entry have been acquired.

Very truly yours,

C G Polk

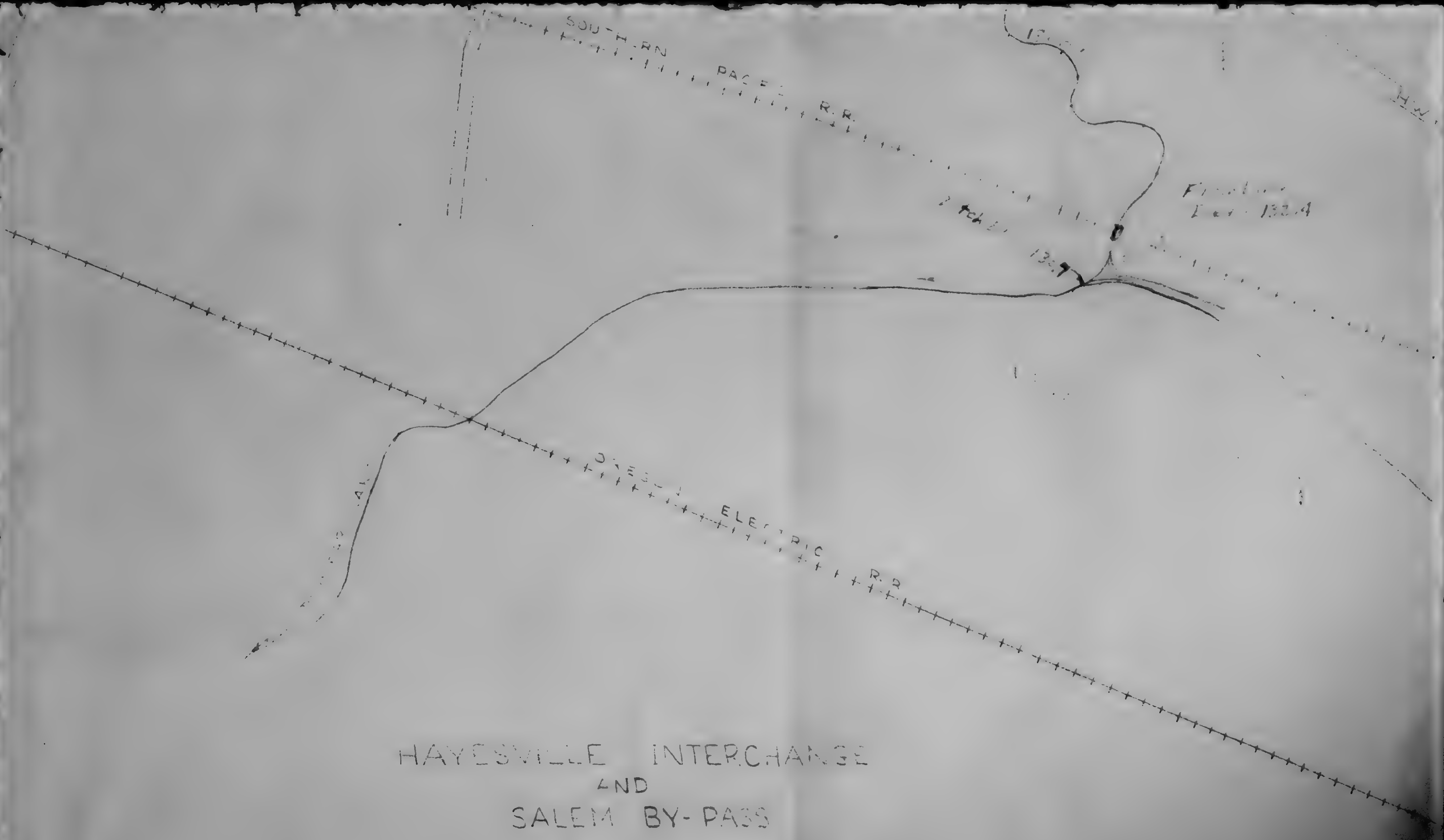
C. G. POLK
District Engineer

RECEIVED
JUN 17 1954
OREGON
STATE HIGHWAY COMMISSION


SOUTHERN PACIFIC R.R.
ELECTRIC R.R.
133.4

HAYESVILLE INTERCHANGE
AND
SALEM BY-PASS

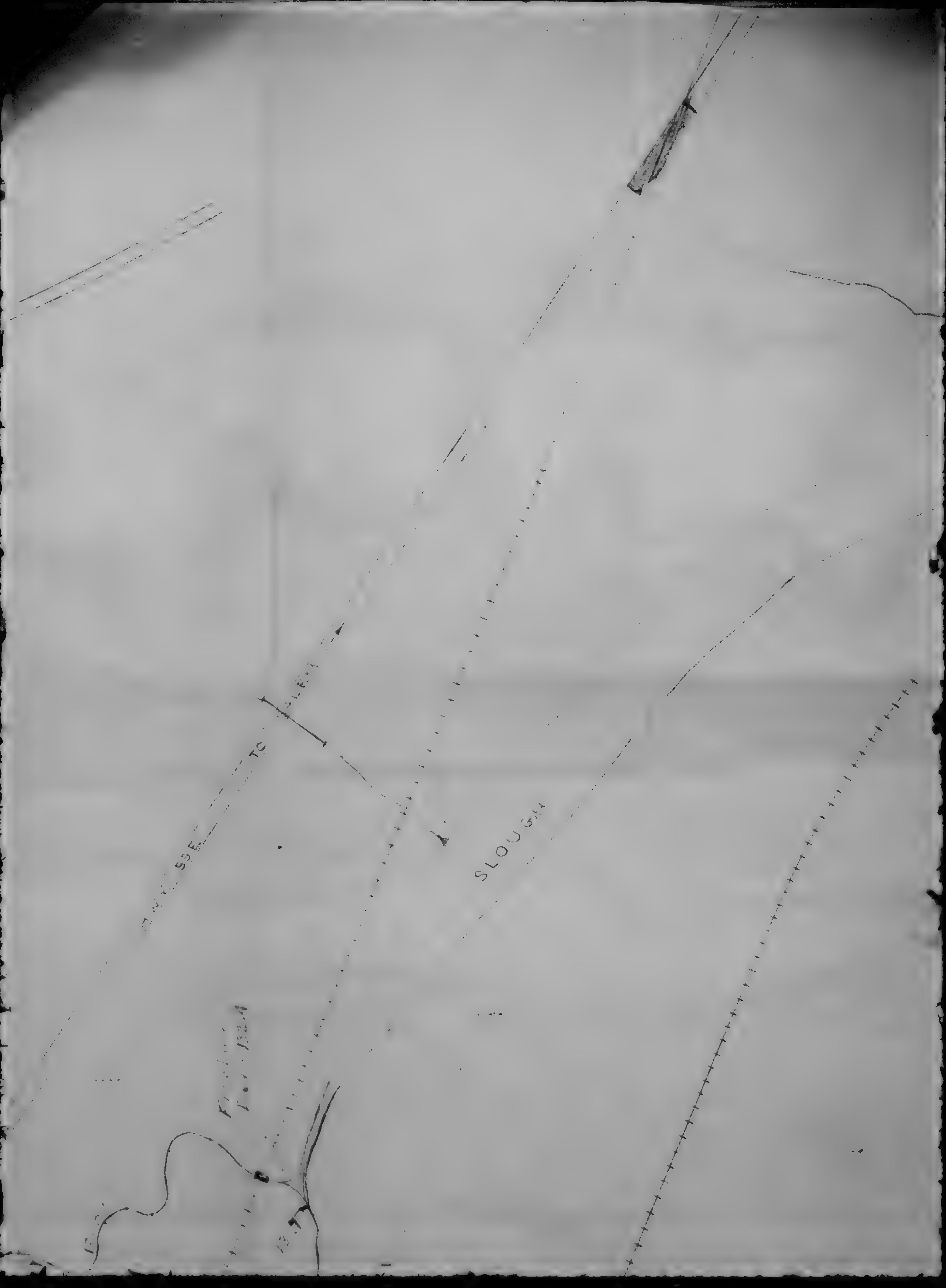
DRAINAGE


SOUTHERN PACIFIC R.R.
H.W.
Flowline Elev. 132.4
132.7
OREGON ELECTRIC R.R.

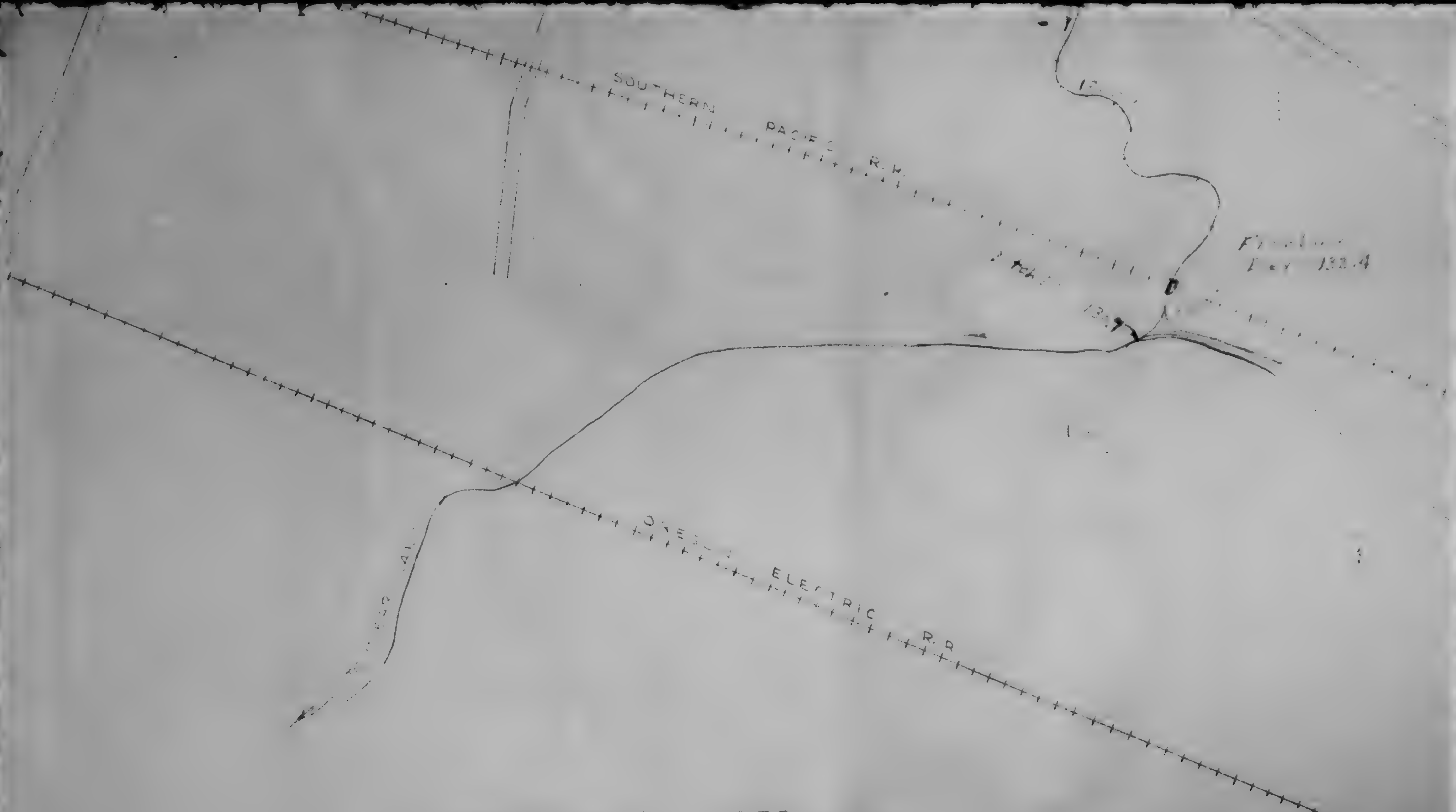
HAYESVILLE INTERCHANGE
AND
SALEM BY-PASS
DRAINAGE

M. N. JUVE, RES. ENGR. DEC. 7, 1954

SCALE: 1" - 400'



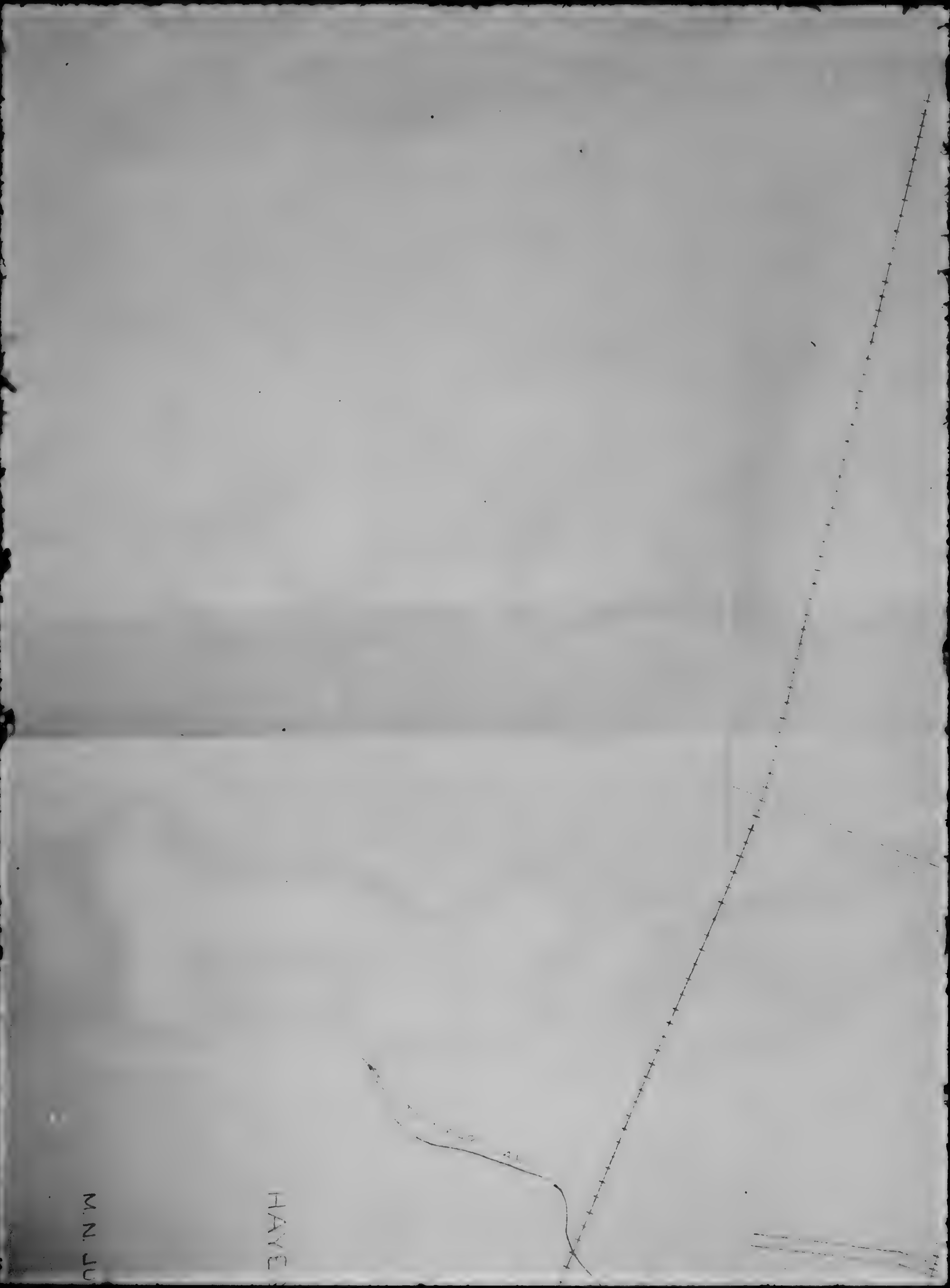
SLOUGH
HWY. 99E
TO SALEM
132.4


SOUTHERN PACIFIC R.R.
OREGON ELECTRIC R.R.
133.4

HAYESVILLE INTERCHANGE
AND
SALEM BY-PASS

DRAINAGE

M. N. JUVE, RES ENGR.   DEC. 7, 1954
SCALE: 1" = 400'


M. N. JO
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24 SEW
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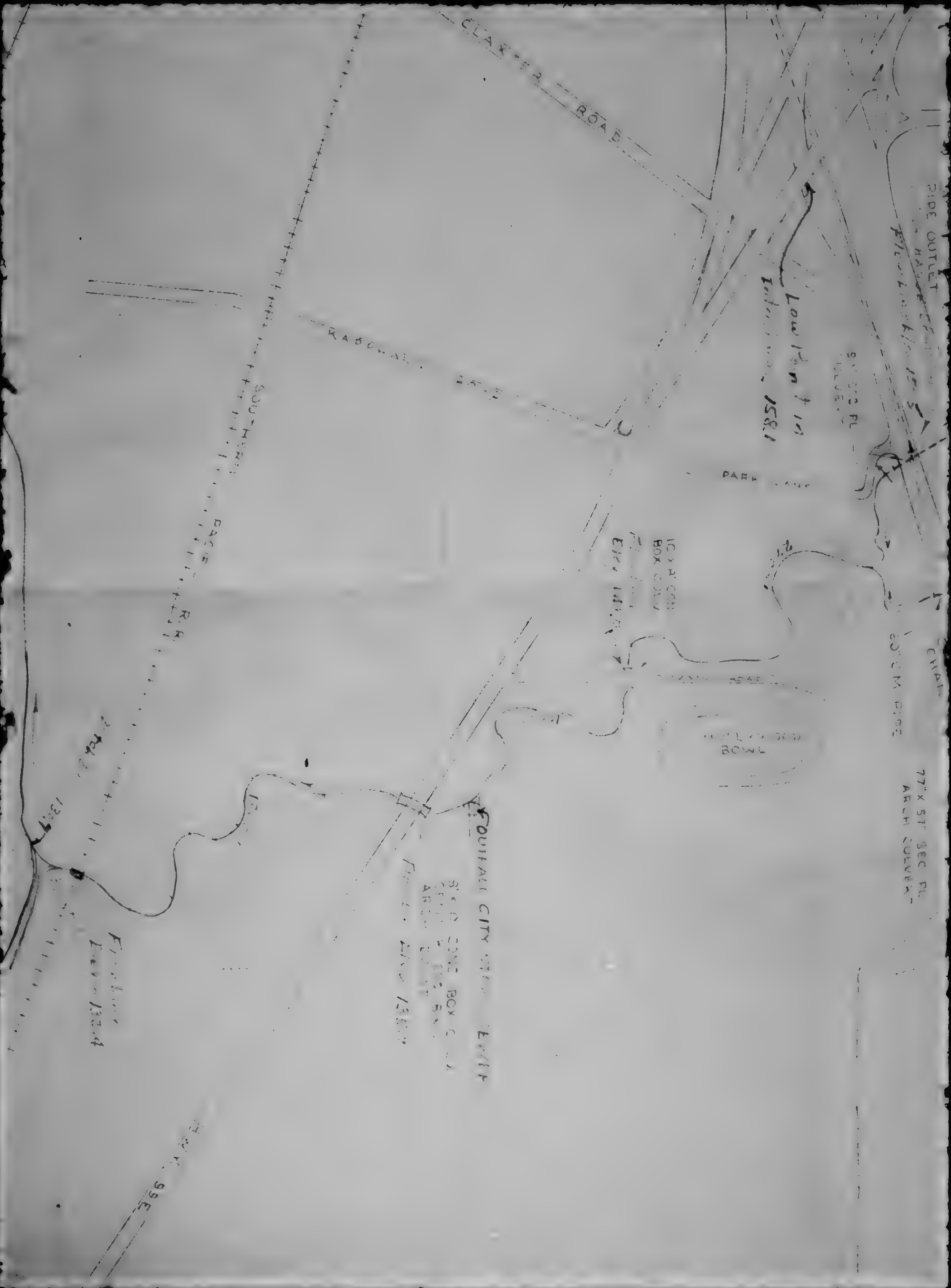
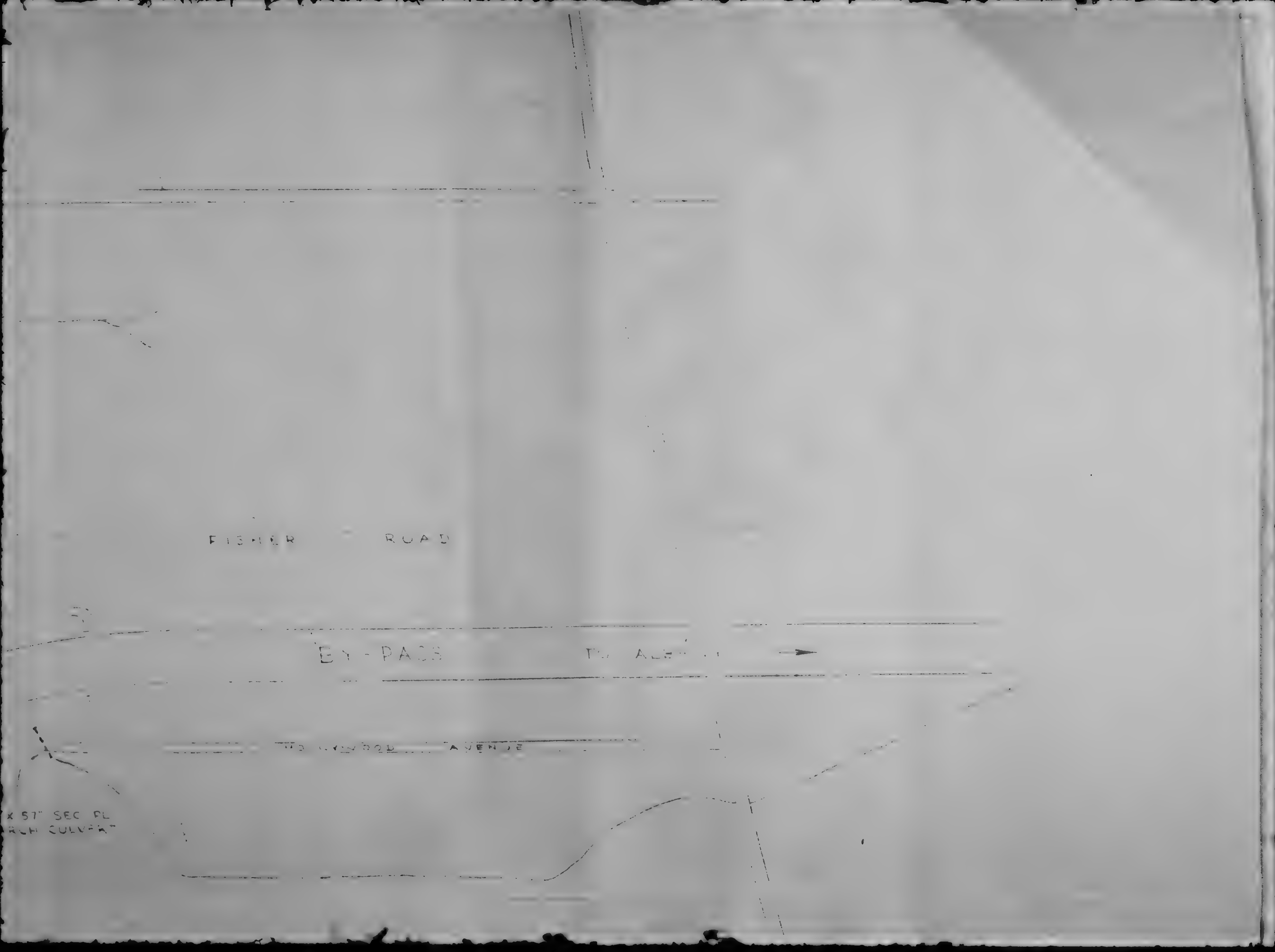
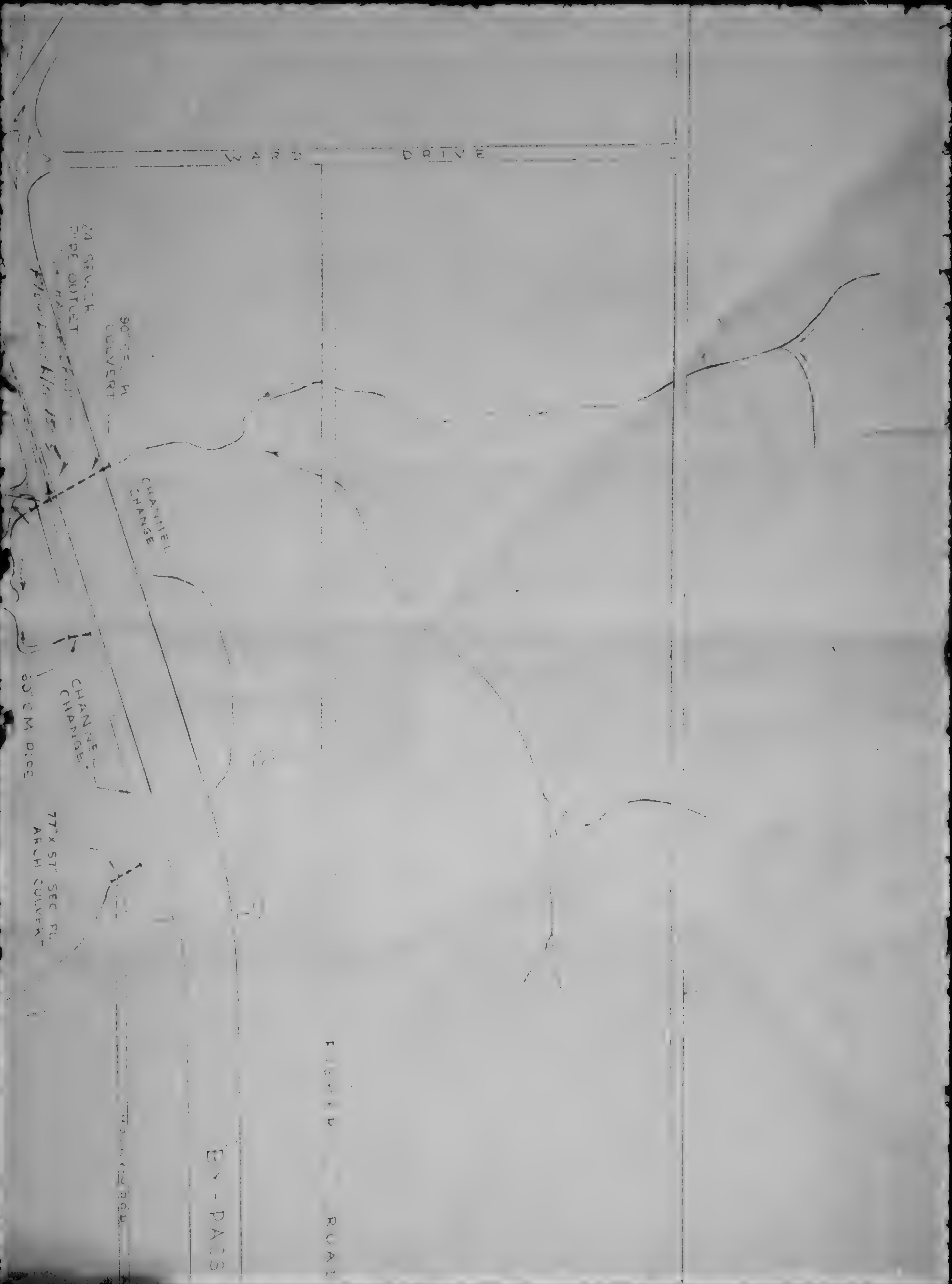
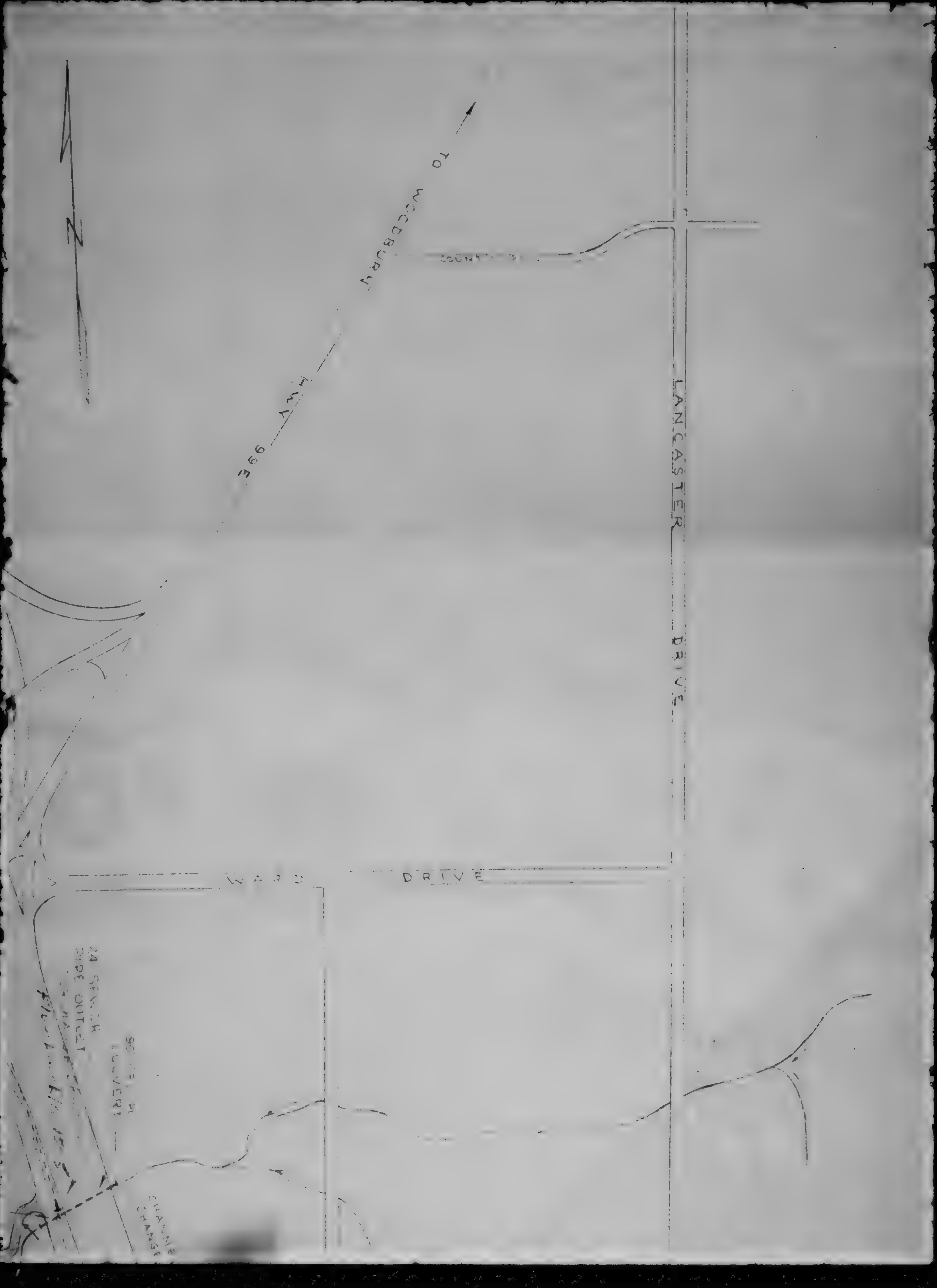

CLAXTER ROAD
SOUTHERN PACIFIC R.R.
HWY 99E
PIPE OUTLET
PARK LANE
HOLLYWOOD BOWL
OUTFALL CITY STORM SEWER
10' x 8' CONC BOX CULV
30" CM PIPE
77" x 57" SEC PL ARCH CULVERT
Low Point Intake 158.1
Flowline Elev 133.4

SEC PL
CULVERT
OUTFALL CITY STO SEWER
BOX
Elev 135
S. SILVERTON ROAD
HWY. 99E
TO SALEM
Elev 133.4


FISHER ROAD
BY-PASS
TO ALB
AVENUE
x 57" SEC PL
RCH CULVERT


WARD DRIVE
24" SEWER PIPE OUTLET
90" CM CULVERT
CHANNEL CHANGE
CHANNEL CHANGE
60" CM PIPE
77" x 57" SEC. PL. ARCH CULVERT
BY-PASS
ROAD


N
TO WOODBURN
HWY 99E
COUNTY RD
LANCASTER DRIVE
WARD DRIVE
24 SEWER PIPE OUTLET
90 CULVERT
CHANNEL CHANGE

24-1073 Shelton Ditch Bridge. 1954

#4210

24-1013

OREGON STATE HIGHWAY DEPARTMENT
(date)
December 8, 1954

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
4210	4-Final	Lind & Marr	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
24953	R-110109	$ 1,148.05	12/7/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION
Ruth Rawlings

Specified Completion Date: Sept. 30, 1954

Time Extensions: None

Completion Date: Sept. 30, 1954

Date Accepted: Oct. 28, 1954

Penalties: None of record

Claims: None of record

Remarks:

Date: 12-10-54

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

[illegible]
12-10-54

Warrant Mailed: DEC 10 '54
Ruth Rawlings

RECEIVED
NOV 1 8 1954
FOR FILING

34-1123
4-17

November 18, 1954

Glens Falls Indemnity Co.
Pacific Coast Department
Mills Tower
San Francisco 4, California

Gentlemen:

State Highway Contract No. 4210 for construction of the Shelton Ditch Bridge on the Airport Road in Marion County was completed by the contractor, Lind & Marr, on September 30, 1954 and was formally accepted by the Highway Commission on October 28, 1954.

A revised final payment in the amount of $1,148.05 will be released to the contractor on or after November 29, 1954. The revised total contract amount is $14,086.65, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

We are sending you this notice as you appear as the surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Amerata & Schram
440 Mead Bldg.
Portland 4, Oregon

NOTED ON CARD

11-18-54 g

RECEIVED
OCT 27 1954
FOR FILING

October 26, 1954

Glens Falls Indemnity Co.
Pacific Coast Department
Mills Tower
San Francisco 4, California

Gentlemen:

State Highway Contract No. 4210 for work performed on the Shelton Ditch Bridge on the Airport Road in Marion County was completed by the contractor, Lind & Marr, on September 30, 1954 but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $798.50 will be released to the contractor after acceptance by the Commission. The total contract amount is $13,737.10 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Amerata & Schram
440 Mead Bldg.
Portland 4, Oregon

NOTED ON CARD
10-28-54

CEIVED
OCT 21 1954
OR FILING

24-10[illegible]
[illegible]

October 21, 1954

Glens Falls Indemnity Co.
Pacific Coast Department
Mills Tower
San Francisco 4
California

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Lind & Marr Construction Company on contract No. 4210, for construction of Shelton Ditch Bridge on the Airport Road in Marion County.

This payment, in the amount of $1,454.23, will be released to the contractor on or after November 1, 1954. The retained percentage is $449.40.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

ORECON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Amerata & Schram
440 Mead Bldg.
Portland 4, Oregon

NOTED ON CARD
10-21-54 g

RECEIVED
[illegible]
FOR FILING

[illegible]

4210

July 28, 1954

Lind & Marr Construction Co.
210 Belvidere Place
Beaverton, Oregon

Gentlemen:

We enclose herewith for your files two copies of contracts awarded to you by the State Highway Commission, as follows:

> Contract No. 4210, for construction of Shelton Ditch Bridge on the Airport Road in Marion County, awarded June 23, 1954.
>
> Contract No. 4219, covering the Salem By-Pass Fencing Project on the Pacific Highway East in Marion County, awarded June 24, 1954.

A copy of each of the above contracts are being sent to the surety on your performance bonds also.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls.

RECEIVED
JUN 25 1954
FOR FILING

June 25, 1954

Lind and Marr Construction Company
[illegible] Belvedere Place
Beaverton, Oregon

Gentlemen:

The State Highway Commission on June 23, 1954 awarded to you State Highway Contract No. 4-[illegible] for construction of the Shelton Ditch Bridge on Airport Road southeast of Salem in Marion County. This award was based on your bid of $14,980.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr

cc S. H. Probert
H. G. Smith
G. S. Paxson
R. G. Savage, SIAC

Enclosure

BFI-323(10) 42nd-92nd Ave. Sec. of the 1954
T. H. Banfield Expressway.
#4211

BFI-323(10) 42nd-92nd Ave. Sec. of the 1954
T. H. Banfield Expressway.
#4211

STATE COPY 4211 F-323 (6)
BF1-323 (10)

~~Monthly~~ transaction number 11-7	F PR-2A 10-65) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	ate Oregon
Project report number	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	County Multnomah
Modification number 1	(PPM 21-7) [illegible]	Project number I-80N-1(23)02

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on January 6, 1955, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 383,081	$ 0
Federal funds	$ 205,417.00	$ 0
Other revisions		

This modification is made for the following reasons:

Project being withdrawn from Interstate System and transferred to Primary System.

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 31st day of October, 19 69.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Department)

By F. B. Klaboe

Assistant State Highway Engineer
(Title)

By

(Title)

By

(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By G. L. Green
(Division Engineer)

For: R. E. Simpson

STATE COPY 4211 F-323 (26) BF1-323 (10)

~~Monthly~~ transaction number 11-7	F PR-2A (R 10-65) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	ate Oregon
Project report number	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	County Multnomah
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U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Department)

By

Assistant State Highway Engineer
(Title)

By

(Title)

By

(Title)

By G. L. Green
(Division Engineer)

For: R. E. Simpson

USCOMM-DC 26364-P65

Form PR 2 (Revised 1950)

1529

State Oregon

Federal Aid Bond Issue

Project No. BFI-323(10)

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 6th day of January, 1955, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 19th day of February, 1954, a program, which was approved on the 11th day of March, 1954, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were approved ~~recommended for approval~~ by the District Engineer of the Bureau of Public Roads on the 8th day of June, 1954; and

Whereas the District ~~Division~~ Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of two hundred eight thousand and 00/100 dollars ($208,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(a) By the State Proceeds of bonds as follows:

(Include date and citation of act of legislature by which authorized)

~~[illegible]~~

Authorized by Chapter	Oregon Laws	Amount	Date of Issue	Beginning Date of Maturities
491	1951	$15,000,000	Oct. 1, 1951	Oct. 1, 1952
491	1951	15,000,000	Mar. 1, 1952	Mar. 1, 1953
491	1951	10,000,000	Mar. 1, 1953	Mar. 1, 1954
20	1953	32,000,000	Sept. 1, 1953	Sept. 1, 1954

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 137+60 in the NE 1/4, Section 36, T. 1 N., R. 1 E., W.M., and survey station 295+75 in the NE 1/4, Section 33, T. 1 N., R. 2 E., W.M., except stations 184+95 - 185+90 and 290+25.42 - 291+55.42,

, length 2.957 miles, in Multnomah County, being Oregon Federal Aid / Bond Issue project No. BFI-323(10), consisting of 2.957 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~of a mile in length~~.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

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DIVISION 8

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of **two hundred eight thousand and 00/100** dollars ($**208,000.00**), which does not exceed the authorized Federal pro rata share of **three hundred thirty-seven thousand, fifty-five and 95/100** dollars ($**337,055.95**), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. No payments hereunder will be made to the State as the construction of said project progresses or immediately upon its completion, and no present or immediate obligation is created by this agreement against Federal-aid funds apportioned and now unobligated and available to the State, the purpose and intent of this agreement being to provide aid to the State, as authorized by section 5 of the Federal-Aid Highway Act of 1950, in retiring annual maturities of the principal indebtedness of the bonds mentioned in Article I hereof, and as such bonds mature annually and the State requests Federal reimbursement pursuant hereto to aid in meeting such annual maturities and certifies that such bonds have been retired the Bureau of Public Roads will submit vouchers to the Secretary of the Treasury for payment to the State Treasurer, hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon, of such sums based on such annual maturities as the State shall request and as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. If in any year no Federal funds apportioned to the State shall be unobligated and available from which payments hereunder may be made there shall be no obligation on the part of the Federal Government hereunder on account of bond maturities for that year.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

RECEIVED FEB 11 19

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Ben R Chandler
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

Attest
SECRETARY

RECOMMENDED FOR APPROVAL
Deputy State Highway Engineer

COMMISSIONER OF PUBLIC ROADS,

By
Division Engineer,
Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—11379-5

A4.62

RECEIVED JAN 10 1955

RECEIVED NOV 2 1954

RECEIVED 6 1954

RECEIVED
FEB 11 1957
FOR FILING

W. C. W[illegible]AMS

January 29, 1957

Contract No. [illegible]
~~42nd Avenue - 92nd Avenue~~
BFI-323(IC)
4-11

T. H. Banfield Expressway
Prefix: 26-1041-201(41)

FINAL COST ANALYSIS

Paving
Warren Northwest, Inc., Contractor
E. S. Hunter, Resident Engineer

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Removal of Catch Basins	9	Each	$ 10.00	$ 8.00	$ 72.00	$ 90.00
Removal of Curbs	835.4	Lin.Ft.	.35	.165	137.84	292.39
Struc. Excav., Unclass.	30.47	Cu.Yd.	3.00	2.46	74.96	91.41
Gen. Excav., Unclass.	1,254.7	Cu.Yd.	1.00	.71	893.35	1,254.70
Excav. & Placing Topsoil	1,728	Cu.Yd.	.50	.42	733.21	864.00
Truck Haul on Topsoil	196	Yd.Mil	.30	.25	49.00	58.80
8" Sewer Pipe	130	Lin.Ft.	1.25	.98	127.40	162.50
*Conc. Catch Basins	9	Each	60.00	55.00	495.00	540.00
*Concrete Sumps	2	Each	300.00	280.00	560.00	600.00
*Adjustment of Manholes	28	Each	25.00	22.50	630.00	700.00
*Concrete Curbs	1,066.47	Cu.Yd.	32.00	30.00	31,994.10	34,127.04
*Conc. Traffic Island	1,080.05	Cu.Yd.	25.50	24.50	26,461.23	27,541.28
*Concrete Walks	1,887.2	Sq.Yd.	3.00	2.75	4,212.60	5,661.60
1½"Electrical Conduit	387	Lin.Ft.	.75	.68	263.15	290.25
Metal Guard Rail	7,038	Lin.Ft.	2.40	2.16	15,202.08	16,891.20
Metal Sight Posts	89	Each	2.25	2.14	190.46	200.25
3/4"-0 Mat'l in Base and Shoulders	6,922	Cu.Yd.	1.75	1.61	11,144.42	12,113.50
Sprinkling	2,087.7	M/gal.	2.00	1.73	3,611.72	4,175.40
3/4"-0 Mat'l in Binder Course	834	Cu.Yd.	2.75	2.61	2,176.74	2,293.50
RC-3 Asph. in Binder Course	137.04	Ton	34.00	30.74	4,212.10	4,659.36
Class "B" Asph. Conc.	31,915.63	Ton	4.70	4.53	144,577.80	150,003.46
2½" Asph. Conc. Traffic Marker	484.9	Lin.Ft.	.75	.68	329.73	363.68
PA #1 Base Rock	22,955	Cu.Yd.	1.40	1.33	30,530.15	32,137.00
PA #2 Gen. Excav., Unclass.	1,489.8	Cu.Yd.	2.25	1.87	2,789.60	3,352.05

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FEB 11 1957
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W. C. [illegible]

January 29, 1957

Contract No. 4211
42nd Avenue - 92nd Avenue
[illegible]
4211

FINAL COST ANALYSIS

Paving
Warren Northwest, Inc., Contractor
E. S. Hunter, Resident Engineer

T. H. Banfield Expressway
Prefix: 26-1041-201(41)

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
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Excav. & Placing Topsoil	1,728	Cu.Yd.	.50	.42	733.21	864.00
Truck Haul on Topsoil	196	Yd.Mil	.30	.25	49.00	58.80
8" Sewer Pipe	130	Lin.Ft.	1.25	.98	127.40	162.50
*Conc. Catch Basins	9	Each	60.00	55.00	495.00	540.00
*Concrete Sumps	2	Each	300.00	280.00	560.00	600.00
*Adjustment of Manholes	28	Each	25.00	22.50	630.00	700.00
*Concrete Curbs	1,066.47	Cu.Yd.	32.00	30.00	31,994.10	34,127.04
*Conc. Traffic Island	1,080.05	Cu.Yd.	25.50	24.50	26,461.23	27,541.28
*Concrete Walks	1,887.2	Sq.Yd.	3.00	2.75	4,212.60	5,661.60
1½"Electrical Conduit	387	Lin.Ft.	.75	.68	263.16	290.25
Metal Guard Rail	7,038	Lin.Ft.	2.40	2.16	15,202.08	16,891.20
Metal Sight Posts	89	Each	2.25	2.14	190.46	200.25
3/4"-0 Mat'l in Base and Shoulders	6,922	Cu.Yd.	1.75	1.61	11,144.42	12,113.50
Sprinkling	2,087.7	M/gal.	2.00	1.73	3,611.72	4,175.40
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PA #2 Gen. Excav., Unclass.	1,489.8	Cu.Yd.	2.25	1.87	2,789.60	3,352.05

Contract No. 4211

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
*PA #2 Remove Manhole	1	Each	$ 90.00	$ 80.00	$ 80.00	$ 90.00
*PA #2 Construct Manhole	1	Each	270.00	250.00	250.00	270.00
PA #3 Remove Stockpiled Mat'l	682	Cu.Yd.	1.25	1.06	723.84	852.50
PA #4 1½" Galv. Iron Water Pipe	109	Lin.Ft.	.95	.73	79.57	103.55
PA #4 2" Galv. Iron Water Pipe	125.5	Lin.Ft.	1.25	.976	122.49	156.88
PA #4 2½" Galv. Iron Water Pipe	52	Lin.Ft.	1.55	1.51	78.52	80.60
PA #5 RS-1 Emuls. in Seal Coat	66.63	Ton	40.00	32.74	2,181.47	2,665.20
PA #5 1/4"-0 Cr. Agg. in Seal Coat	384	Cu.Yd.	5.50	4.54	1,743.36	2,112.00
PA #6 SS-2 Emuls. in Black Seal	11.28	Ton	55.00	44.64	503.54	620.40
PA #6 Purchase Excess SS-2 Emuls.	1,277	Gal.	0.13	0.13	166.42	166.42
PA #7 Cement Adj., Favor of State	153.2	Bbl.	3.70			- 566.84
PA #8 RS-1 Emuls. in Binder Course	58.08	Ton	34.00	32.74	1,901.54	1,974.72
Force Account					10,682.88	13,700.24
					$299,982.28	$320,689.04

Gross Revenue	$320,689.04
Total Cost	299,982.28
Net Profit	$ 20,706.76

Net Profit Equals 6.5% of Gross Revenue

Contract No. 4211

DETAIL OF COST

Labor:						
Labor					$ 66,305.00	
Labor Insurance					6,630.50	
						$ 72,935.50
Equipment Rental and Misc. Supplies:						
Equipment Rental (Owned)					$ 33,900.71	
Equipment Rental (Rented)					14,407.94	
Gas, Oil, and Grease					15,347.72	
P.L. and P.D.					828.81	
Bond					1,924.13	
Misc. Small Tools					1,320.10	
Office and Overhead					9,620.67	
						$ 77,350.08
Materials:						
Aggregate Purchased	4,126	Cu.Yd.	At	$ 2.45	$ 10,108.70	
Ready Mix	2,492	Cu.Yd.	"	12.50	31,150.00	
RC-3 Asphalt	137.04	Ton	"	27.50	3,768.60	
85-100 Asphalt	1,914.94	Ton	"	23.88	45,728.77	
RS-1 Emuls. in Seal	66.63	Ton	"	26.78	1,784.35	
SS-2 Emuls. in Seal	11.28	Ton	"	32.64	368.18	
RS-1 Emuls. in Binder	58.08	Ton	"	26.78	1,555.38	
1½" Elec. Conduit	387	Lin.Ft.	"	.46	178.02	
Metal Guard Rail	7,038	Lin.Ft.	"	1.26	8,867.88	
Metal Sight Posts	89	Each	"	1.30	115.70	
1½" Galv. Iron Water Pipe	109	Lin.Ft.	"	.43	46.87	
2" Galv. Iron Water Pipe	125.5	Lin.Ft.	"	.58	727.90	
2½" Galv. Iron Water Pipe	52	Lin.Ft.	"	1.01	52.52	
						$104,452.87
Subcontractors:						
Peterson - Concrete Work					$ 38,828.63	
R & W - Guard Rail					6,335.10	
R & W - Sight Posts					80.10	
						$ 45,243.83
						$299,982.28

Remarks:

This was a "Regular Federal Aid Project" calling for construction of concrete curbs and concrete island, involving approximately 2,490 cubic yards of Class "A" concrete; construction of rock base and shoulders, involving approximately 29,600 cubic yards of crushed materials; and construction of 32,200 tons of asphaltic concrete pavement.

The west end of the project is at Station 137+60, which station is about 450 feet south and 200 feet westerly of the intersection of N. E. 42nd Avenue with N. E. Halsey Street. The east end of the project is at Station 295+75, which station is about 400 feet east of the east end of the 92nd Avenue overcrossing structure. The overall length of the project is 3.00 miles.

The contract was bid and awarded June 23, 1954. Crushing of base rock started November 19, 1954, work was completed on the project June 25, 1956 and accepted by the State July 2, 1956.

Stockpiling of base materials was necessary due to several structures which were not completed. This material was shovel loaded and truck hauled to road increasing added cost to contractor. Two very wet summers contributed to the delay in finishing this project.

Equipment used: crushing plant, paving plant (commercial), 2 Barbur Greenes, 2 rollers, 12 trucks, front end loader, patrol, D-8 with dozer, distributor, 3 pickups, 3/4-yard shovel and misc. small tools.

Good supervision and their own source of materials close to the job contributed to a fair profit.

M. N. Juve
Chief Cost Analyst

By

H. R. Sturgis

A

FI-323(10)
4211

OREGON STATE HIGHWAY DEPARTMENT
(date)
November 13, 1956

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
4211	17-Final	Warren Northwest, Inc.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
24196	H-165359	$ 9,573.18	11/13/56

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: Dec. 15, 1954

Time Extensions: to June 30, 1956

Completion Date: June 25, 1956

Date Accepted: Sept. 27, 1956

Penalties: None of record

Claims: None of record

Remarks:

Date: 11-15-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: NOV 15 1956

Ruth Rawlings

NOTED ON CARD
gl

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NOV 1 1956
FOR FILING
FI 323 (10)
4211

November 1, 1956

CERTIFIED MAIL

Federal Insurance Company
Rodgers Insurance Agency,Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 4211 for work performed on the 42nd Ave.-92nd Ave. Section of T.H. Banfield Expressway in Multnomah County was completed by the contractor, Warren Northwest,Inc., on June 25 and was formally accepted by the Highway Commission on September 27, 1956.

Final payment in the amount of $9,573.18 will be released to the contractor on or after November 12, 1956. The total contract amount is $320,689.04, of which amount $13,700.24 represents force account items.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Federal Insurance Co.
Bonding Department
320 California St.
San Francisco 4, Calif.

[illegible] CARD

RECEIVED
OCT 12 1956
FOR FILING

BFI-323 ([illegible])

4211

October 12, 1956

CERTIFIED MAIL

Federal Insurance Company
Rodgers Insurance Agency,Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Warren Northwest,Inc. on contract No.4211, for paving on the 42nd Ave.-92nd Ave. Section of the T.H. Banfield Expressway in Multnomah County. This payment, in the amount of $12,545.40, will be released to the contractor on or after October 22, 1956. The retained percentage is $9,622.14.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Federal Insurance Co.
Bonding Department
320 California St.
San Francisco 4, Calif.

NOTED ON CARD

FORM [illegible] REVISED [illegible]

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

RECEIVED
AUG 30 1956

FOR FILING
4211

August 29, 1956

Warren Northwest, Inc.
P. O. Box 5072
Portland, Oregon

Gentlemen:

The State Highway Commission at its meeting held on August 16 had under discussion your request for an extension of time from December 15, 1954 to June 30, 1956 within which to complete your contract No. 4211, for paving on the 42nd Ave-92nd Ave. Section of the T.H. Banfield Expressway in Multnomah County.

We are pleased to inform you that the State Highway Commission granted your request. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: A. G. Skelton,
Division Engineer

James Don,
Resident Engineer

Tom Edwards,
Construction Engineer

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JUL 30 1956
FOR FILING

PFI-323 (10)

4211

July 27, 1956

Oregon State Highway Commission

Request for extension of time
No. 7
August 16 and 17 meeting

Gentlemen:

Herewith a request from Warren Northwest, Inc. for an extension of time on the 42nd Avenue-92nd Avenue Section, Contract No. 4211, from December 15, 1954 to June 30, 1956.

As we have had two bad working seasons due to weather conditions, and as the bridge contractors on this section did not complete their projects in time to permit Warren Northwest, Inc. to complete its paving, I believe that the extension should be granted without penalty.

Mr. C. G. Polk of the Bureau of Public Roads concurs in my recommendation.

Very truly yours,

W. C. Williams
Deputy State Highway Engineer

cc Mr. Forrest Cooper

EAP:of fn

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JUL 20 1956
FOR FILING

BFI-323 (10)

4211

July 19, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the 42nd Avenue-92nd Avenue, Contract No. 4211, Oregon BFI-323 (10), from December 15, 1954 to June 30, 1956 to Warren Northwest, Inc., contractors.

On November 30, 1954 we requested your concurrence to December 15, 1955, and you at that time did not believe that such an extension was necessary; however, due to two bad working seasons due to weather conditions and due to the fault of bridge contractors not completing their projects in time to permit Warren Northwest to complete their paving, I believe that granting the extension without penalty is justified.

I would appreciate your concurrence in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

cc to: Forrest Cooper

[illegible] 33(10)

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JUL 17 1956
FOR FILING

[illegible]
4211

Salem, Oregon
July 16, 1956

Letter re Howard Cooper
Corporation Property

Mr. C. W. Enfield
Chief Counsel
Office

I am returning to you herewith a letter dated June 29, 1956 from Leroy D. Draper, Vice President, Woodward and Draper, directed to yourself, attention Mr. William Haskins, regarding the Howard Cooper Corporation property on the T. H. Banfield Expressway at N. E. 60th Avenue.

This was an NOA item which you presented to the Commission at its meeting on July 13, 1956. You recommended against doing what the Howard Cooper Corporation request. The Commission adopted your recommendation. I have made a photocopy of this letter for the General Files.

H. B. Glaisyer, Secretary

HBG:mm

Att.

A

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JUL 12 1956
FOR FILING

PEI-323(10)

4211

July 12, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on June 25, 1956, on Contract No. 4211, 42nd Avenue-92nd Avenue Section, in Multnomah County, in connection with Federal Aid Project No. EFI-323(10).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DWP:ia

cc: John Cattrall

Form E-1—10M—1-[illegible]

A

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

LTI 323 (10)
4211

For Week Ending July 7, 1956

Section 42nd. Ave-92nd. Ave.

Kind of work Paving

Highway T. H. Banfield Expressway

Section prefix 26-1041

Contractor Warren Northwest Inc.

Contract number 4211

Date of contract 6-23-54, 19

Date of completion 12-15-54, 19

Date work started 11-19-54, 19

Estimated date of completion 7-2-56, 19

Project authorization $375,885.06

Exclusive of Engineering $349,339.90

Per cent of time elapsed 425.7 %

Estimated cost of completed project, exclusive of engineering $344,113.96

Estimated per cent overrun or underrun 1.13 %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $32,525.16

Engineering cost to date $36,500, 112.2 %

Date project was completed 7-2, 1956

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Project accepted by State July 2, 1956.

Office & field work completed except for semi-final estimate. Contractor has not submitted several bills for force account work. Will send estimate in when bills are submitted.

NOTED
Li H. Young

RECEIVED
[illegible] 1956
OFFICE OF
[illegible] ENGINEER

Signed James Dow

NOTED
V. D. WOLFE.

Address Portland 2, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 92073

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		3			3
Miles partially completed		3			3
Miles completed					33,200 ~~33,000~~
Total estimated quantities (contract)	2700	31,000			33,200
Total quantities corrected to date	2700	31,000			33,200
Estimated quantities moved or placed to date	2700	31,000			
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					

Average force on project for week

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

FORM E-126 [illegible] REVISED [illegible]

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

RECEIVED
JUN 12 1956
FOR FILING

KEI-1[illegible] (1)

4211

June 11, 1956

W. C. WILLIAMS

Mr. E. F. Kidder, Division Engineer
Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland 12, Oregon

Re: Supplemental Agreement on the
Banfield Expressway
Willamette River-42nd Avenue Sec.

Dear Mr. Kidder:

Herewith I am returning to you copies of Supplemental Agreement covering a temporary roadway easement and sewer line on the T. H. Banfield Expressway, your File D 9016 - 32 - 14, which have been executed by the State Highway Commission.

It is anticipated that in accordance with your letter of May 25 one fully executed copy will be returned to this office when it has been executed by your principals. When this is returned, we would like to have ten additional copies of the exhibit attached to the agreement.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By

J. W. DeSOUZA
Assistant Counsel

JWD:RN
ENCL.
cc: Mr. H. B. Glaisyer
Mr. W. C. Williams ✓
Mr. Forrest Cooper
Mr. A. C. Skelton

RECEIVED
[illegible] 1956
OFFICE OF
STATE HIGHWAY ENGINEER

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NOV 17 1955
FOR FILING
BFI-323(10)
4211

file

UNION PACIFIC RAILROAD COMPANY

Office of Division Engineer
2525 North Larrabee Avenue
Portland 12, Oregon

C
O
P
Y

November 15, 1955

(File Ref. D 9016 - 32 - 14)

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Sir: Re: 42d - 92d Avenue Section -
Banfield Expressway

The spur serving the Howard-Cooper Corporation near N. E. 58th Avenue, was removed in connection with the captioned project. Part of the spur was on the property of the industry and part on the right-of-way of the Railroad.

The Railroad has no knowledge of the State's negotiations with Howard-Cooper Corporation, nor does it wish to inquire into the transaction beyond that required to discharge its contractual obligations. However, to enable the Railroad to discharge its obligations, it is desired to know whether the ownership of the portion of the spur on Howard-Cooper Corporation's property remained with the Corporation or passed to the State when the latter acquired its rights in the property and, if so, the effective date of the acquisition.

Yours very truly,

/s/ E. F. Kidder

E. F. Kidder
Division Engineer

Original referred to
Mr Enfield to
"[illegible]"

RECEIVED
NOV 10 1955
FOR FILING

BF1-323(1)
4211

Salem, Oregon
November 10, 1955

Mr. James Den
Resident Highway Engineer
Box 4699
Portland 2, Oregon

Dear Sir:

This is to advise you that, at its last meeting, the Highway Commission approved an increase of $31,000 in project authorization on Contract No. 4211, 42nd Avenue-92nd Avenue paving project in Multnomah County.

The present total project authorization is $375,885.06. This amount should be used on all future reports.

Very truly yours,

S. H. Probert
Office Engineer

DSP:ln

cc: A. G. Skelton

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NOV 9 1955
FOR FILING

4211

November 8, 1955

Mr. William B. Iunker
Attorney at Law
Paulsen Building
Spokane 1, Washington

Dear Sir:

The T. H. Banfield Expressway from Fairview to 42nd Avenue was graded by Gibbons & Reed Company, P. O. Box 4989, Portland 13. One of their contracts was completed February 16 and the other January 21, 1955. The Continental Casualty Company, Wilcox Building, Portland 4, furnished the Performance Bonds for these contracts.

Surfacing of the same section of highway was done by Warren Northwest, Inc., P. O. Box 5072, Portland, under Contract No. 4211 for the 42nd Avenue-92nd Avenue Section, and under Contract No. 3915 for the 92nd Avenue-Fairview Section. The Federal Insurance Company, 803 Title and Trust Building, Portland 4, furnished the bond for Contract No. 4211. U. S. Guarantee Company, 803 Title and Trust Building, Portland 4, furnished the insurance on Contract No. 3915.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp

WILLIAM B. IUNKER
ATTORNEY AT LAW
PAULSEN BUILDING
SPOKANE 1, WASHINGTON
MAIN 7683

November 7, 1955

Oregon State Highway Department
State of Oregon
Salem, Oregon

Gentlemen:

It will be appreciated if you will advise me how the express highway No. 30 just West of the Arata Road Junction which is located about one mine West of Troutdale, Oregon is being constructed. In other words, I would like to know the name of the contractor and whether or not the said contractor has posted bond, etc.

If this information is not available through your office will you either refer this letter to the proper authorities or advise the undersigned where inquiry may be made.

Your attention and assistance is appreciated.

W. B. Iunker

REFERRED TO
BY SECRETARY

RECEIVED
NOV 8 1955
STATE HIGHWAY COMMISSION

RECEIVED
OCT 23 1955
FOR FILING

EFI - 322(10)

4211

October [illegible], 1955

Oregon State Highway Commission

Gentlemen:

On the 42nd Avenue-92nd Avenue Section of the Banfield Expressway, Contract No. 4211, it appears that we will have a project overrun of eight per cent, or $31,000.

The overruns are occasioned by several rather small items such as sprinkling required to properly compact the subgrade, $2,000; sealing of pavement not included in the original plans, $6,000; removing of unsuitable material from roadbed and replacement with gravel, $5,000; and additional drainage and other items making up the total of $31,000.

This matter will be on the next agenda, and I respectfully request that you authorize additional project authorization in the amount of $31,000 on Contract No. 4211.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith
Mr. S. H. Probert
Mr. C. H. Maison

WCW:me er

RECEIVED
AUG 18 1955
FOR FILING

BFI-323(10)
4211

August 16, 1955

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 5 covering removal of unstable material on the 42nd Ave.-92nd Ave. Section of the T. H. Banfield Expressway in Multnomah County, Contract No. 4211, in connection with Federal Aid Project No. BFI-323(10).

It is necessary to remove unstable material from the roadbed, Stations 155-163. Material placed last fall is saturated and remains unstable in spite of efforts to aerate it. It is to be replaced with selected material from gravel bank at 82nd Ave., or topping material stockpiled at 39th Ave.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

Encl.

DBF:ch

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AUG 5 - 1955
FOR FILING

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OREGON DISTRICT
BFI-323(13)

4211

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

08-35

July 27, 1955

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved P. S. and E. documents for Oregon Project BFI-323(13), 42nd-92nd Ave. Section (Roadside Improvement) of the T. H. Banfield Expressway in Multnomah County.

This is to authorize your advertising for bids.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

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AUG 3 1955
STATE [illegible]

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8PI - 323 (10)

4 - 11

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 4, 1954

SUBJECT:

To: Mr. A. G. Skelton
Division Engineer
State Highway Dept.
Box 4699, Sellwood Sta.
Portland, Oregon

W. C. WILLIAMS

Dear Sir:

I have noted your letter of December 31, 1954 which refers to the 42nd Avenue-92nd Avenue Section of the Banfield Expressway in which you state that the material specified for crushing the topping or leveling course is not suitable for the production of 2½"-0 and your recommendation that the sizing be reduced to 1½"-0.

There is but little, if any, difference in the stability characteristics of the 1½"-0 and the 2½"-0, however the 1½"-0 would have a higher internal friction due to an increase in fracture and a better overall job would doubtless result. Therefore, if the contractor is agreeable to changing the size from 2½"-0 to 1½"-0 and will give us a Price Agreement covering the change, approval will be recommended.

Very truly yours,

Forrest Cooper

Forrest Cooper
Ass't. Construction Engineer

FC:jv

cc: W. C. Williams

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FOR FILING

BFI-[illegible]

[illegible]

11-30

December 9, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Reference is made to our letter of November 30th, and your letter of December 1st, regarding a time extension on the 42nd Avenue-92nd Avenue Project BFI-323 (10).

We concur in your feeling that a full year's extension is probably more than will be required, however, we do believe that it will require at least five months working time to complete this project, and do believe that the extension should be granted to August 31, 1955, without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

cc to: H. G. Smith

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

December 1, 1954

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Re: Oregon Project BFI-323(10),
42nd Ave.-92nd Ave. - Time
Extension

Dear Sir:

Reference is made to your letter dated November 30, 1954 requesting our concurrence in an extension of time, without penalty, from December 15, 1954 to December 15, 1955.

We feel that a full year's extension is more than should be required or granted in this case. Bids were opened on June 23, 1954 with completion set for December 15, 1954, a period of 175 days. If the contractor takes full advantage of the good construction weather normally experienced in May and June, we believe there should be no need for approval of a 365 day extension at this time.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

NOTED
H. G. SMITH

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3 1954
OFFICE OF
CONST [illegible] ENGINEER

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DEC 2 1954
OREGON
STATE HIGHWAY COMMISSION

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FOR FILING

BFI-323(10)
4211

November 30, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the 42nd Avenue-92nd Avenue Paving Contract No. 4211, Oregon BFI-323 (10), from December 15, 1954 to December 15, 1955, to Warren Northwest, Inc., contractors.

The contractor has not been able to start work on this project due to the grading contractor's work not being completed. The amount of work involved will entail a full season's work, and I therefore, recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

cc to: H. G. Smith

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DEC 1 - 1954
FOR FILING

[illegible]-323(10)

4211

November 29, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on November 19, 1954, on Contract No. 4211, 42nd Avenue-92nd Avenue Section, in Multnomah County, in connection with Federal Aid Project No. BFI-323(10).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DEP:la

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FOR FILING

FORM E-80X 371½ 8-54 7875

BFI-323 (10)

4211

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 23, 1954

SUBJECT:

NOTED
W. C. WILLIAMS

To:

Mr. A. G. Skelton
Division Engineer
State Highway Department
Box 4699, Sellwood Station
Portland, Oregon

Dear Sir:

The subcontract between Warren Northwest, Inc. and R. & W. Company, covering the installation and painting of Item 16, on the 42nd Avenue-92nd Avenue Contract No. 4211, Oregon BFI-323 (10) is approved, and you may so inform the interested parties.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:of

cc to: W. C. Williams
C. G. Polk (2)

RECEIVED
NOV 22 1954
FOR FILING

FORM 830—80M—4-54—74386
BFI-3-[illegible]
[illegible]

1599

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 18, 1954

SUBJECT:

Assignment #1599 WWS
Re: Sidewalks at NE Glisan St. and 58th Avenue, Portland

To:

W. W. Stiffler
Asst. State Highway Engineer

OFFICE

Dear Sir:

We enclose herewith your Assignment #1599 which concerns a notice from the City of Portland to this department of a defective sidewalk on the north side of Glisan Street between NE 57th and 58th Avenues.

Mr. Skelton advises that this involves sidewalk removal by one of our contractors on the 47-92 Avenue Section of the Banfield Expressway, that the removal was in connection with the grading of a connection from the expressway to Glisan Street, and that the contractor is now putting in curb arms and is making provision for pedestrian traffic across this area until the project can be completed.

He also contacted the City Engineers' Office and advised them as above.

A copy of Mr. Skelton's letter is enclosed.

Very truly yours,

E. A. Collier
Maintenance Engineer

By L R Chandler
L. R. Chandler
Asst. Maintenance Engineer

LRC:ab
Encl.

RECEIVED
NOV 18 1954
[illegible]
STATE HIGHWAY ENGINEER

NOTED
W. W. STIFFLER
file

FORM 230—80M—4-54—74366

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
November 15th, 1954

SUBJECT: Assignment No. 1599 WWS

To: Mr. E. A. Collier
Maintenance Engineer
State Highway Department
Salem, Oregon

Attn: L. R. Chandler

Dear Sir:

Under date of September 20th you wrote advising of an inspection report by the City of Portland on the sidewalk on the north side of N. E. Glisan Street between 57th and 58th Avenue. The report stated that the property was posted on account of defective concrete walks, and the cost of repair by the city would be approximately $150.00. You asked that we investigate this matter, take suitable action, and report.

A. E. Johnson has investigated this matter, and advises that this involves 50 lineal feet of sidewalk on the north side of N. E. Glisan Street just west of 58th Avenue. This sidewalk was removed by our contractor on the 42nd Avenue-92nd Avenue Section of the Banfield Expressway. The removal was in connection with grading an off connection from the expressway to Glisan Street at this location. Our contractor is now putting in curb returns and making provision for pedestrian traffic across this section this winter until the project can be completed. No further action on this special report is needed. I have contacted the City Engineer's office on this.

Yours very truly,

A. G. SKELTON
Division Engineer

AGS:w
cc: D. J. Barbee
A. E. Johnson

NOTED
W. W. STIFFLER

ASSIGNMENT

Date: September 17, 1954 No. 99 By [illegible]

Description: Report from City Engineer of Portland, dated 9-15-54 to the effect that repairs have not been made to the property which was posted on the north side of N.E. Glisan St. between N.E. 58th Avenue (Golden Park Addition)

Acknowledged by____ Referred to E.A. Collier

__ Investigate and report with recommendation
X Such action as necessary and report
__ Comment or recommendation
__ Return with rough draft of reply
__ Prepare reply for signature of Mr.________
__ Contact correspondent and report

Remarks:

PLEASE RETURN TO
W. W. STIFFLER
FOR FILING

Executed__________ Report Received Nov. 18-54

Assignment No. 1599

A. D. VANCE
ASSISTANT TO COMMISSIONER
L. G. APPERSON
CITY ENGINEER

PORTLAND
REGON

r 15, 1954

on June 24, 1954
e of N. E. Glisan St.
and N. E. 57th Ave.
lock 1
Addition, for walk repairs. Our inspector
le.

ate when our sidewalk crews are working in this district, and we find that the repairs have not been taken care of prior to that time, it will be necessary for the City to do the work and assess the property for the cost thereof.

Please notify the City Engineer's Office (ATwater 6141) when the repairs have been completed.

The property was posted on account of defective concrete walk - replace sidewalk (walk removal).

If the City does the work, the cost will be approximately $150.00, or 300 sq. ft. of sidewalk at 50¢ per square foot.

Very truly yours,
L. G. Apperson
CITY ENGINEER

RECEIVED
SEP 16 1954
OREGON
STATE HIGHWAY COMMISSION

NOTED
W. W. STIFFLER

Section 5-313 of the Public Works Code
DAMAGES FOR NEGLIGENCE

It is not only the duty of all owners of land within the City to keep in repairs all sidewalks, constructed or existing in front of, along or abutting upon their respective lots or parts thereof and parcels of land, but such owners are hereby declared to be liable for all damages to whomsoever resulting, arising from their fault or negligence in failing to put any such sidewalk in repair, after the owner or agent thereof has been notified as provided in the charter so to do; and no action shall be maintained against the City of Portland by any person injured through or by means of any defect in any sidewalk.

FORM W-14-2 (10-31-52)

Assignment No. 1599

WM. A. BOWES
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

A. D. VANCE
ASSISTANT TO COMMISSIONER
L. G. APPERSON
CITY ENGINEER

CITY OF PORTLAND
OREGON

September 15, 1954

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

A representative of the undersigned on June 24, 1954 posted the property on the north side of N. E. Glisan St. between N. E. 58th Ave. and N. E. 57th Ave. known as Lot 4, Block 1 Golden Park Addition, for walk repairs. Our inspector reports that the repairs have not been made.

Sometime after ten days from this date when our sidewalk crews are working in this district, and we find that the repairs have not been taken care of prior to that time, it will be necessary for the City to do the work and assess the property for the cost thereof.

Please notify the City Engineer's Office (ATwater 6141) when the repairs have been completed.

The property was posted on account of defective concrete walk - replace sidewalk (walk removal).

If the City does the work, the cost will be approximately $150.00, or 300 sq. ft. of sidewalk at 50¢ per square foot.

RECEIVED
SEP 16 1954
OREGON
STATE HIGHWAY COMMISSION

Very truly yours,
L. G. Apperson
CITY ENGINEER

NOTED

Section 5-313 of the Public Works Code
DAMAGES FOR NEGLIGENCE

It is not only the duty of all owners of land within the City to keep in repairs all sidewalks, constructed or existing in front of, along or abutting upon their respective lots or parts thereof and parcels of land, but such owners are hereby declared to be liable for all damages to whomsoever resulting, arising from their fault or negligence in failing to put any such sidewalk in repair, after the owner or agent thereof has been notified as provided in the charter so to do; and no action shall be maintained against the City of Portland by any person injured through or by means of any defect in any sidewalk.

RECEIVED
OCT 4 - 1954
FOR FILING

FORM E-90X—50M—6-54—79186

BFI-323(10)

4211

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 1, 1954

SUBJECT:

To:
Mr. A. G. Skelton
Division Engineer
State Highway Department
Portland, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

The subcontract between Warren Northwest, Inc. and E. N. Peterson, covering Items 9 to 14, inclusive, on the 42nd Avenue-92nd Avenue, Contract No. 4211, Oregon BFI-323 (10), is approved and you may so inform the interested parties.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:of

cc to: W. C. Williams ✓
C. G. Polk (2)

RECEIVED
JUN 10 1955
FOR FILING

EFI-323(10)

4211

September 1, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are enclosing four copies of estimate as a basis for project agreement for the 42nd - 92nd Avenue Section, Project No. EFI-323 (10).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. G. Williams
Deputy State Highway Engineer

RNC:dw

Encl.

Oregon State Highway Department

Federal Aid Project
No. BFI-323 (10)

42nd-92nd AVENUE SECTION OF THE
T. H. BANFIELD EXPRESSWAY IN MULTNOMAH COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 13, 1954

Type Code 6201
Roadway (Sta. 137+60 to Sta. 295+75) (Contract No. 4211)

5	only	Removal of Catch Basins	$ 10.00	$ 50.00
970	lin. ft.	Removal of Curbs	0.35	339.50
70	cu. yds.	Structural Excavation, Unclassified	3.00	210.00
1,200	cu. yds.	General Excavation, Unclassified	1.00	1,200.00
4,500	cu. yds.	Excavating and Placing Topsoil	0.50	2,250.00
300	yd. mi.	Truck Haul on Topsoil	0.30	90.00
180	lin. ft.	8-inch Sewer Pipe	1.25	225.00
70	lin. ft.	Extra for Installing Pipe Under Pavement	2.00	140.00
5	only	Concrete Catch Basins	60.00	300.00
2	only	Concrete Sumps	300.00	600.00
1	only	Adjustment of Manholes	25.00	25.00
1,140	cu. yds.	Concrete Curbs	32.00	36,480.00
1,350	cu. yds.	Concrete Traffic Islands	25.50	34,425.00
2,700	sq. yds.	Concrete Walks	3.00	8,100.00
730	lin. ft.	1½-inch Electrical Conduit	0.75	547.50
5,500	lin. ft.	Metal Guard Rail, Optional Posts	2.40	13,200.00
90	only	Metal Sight Posts	2.25	202.50
23,400	cu. yds.	2½" - 0 Material in Base	1.40	32,760.00
6,200	cu. yds.	3/4" - 0 Material in Base and Shoulders	1.75	10,850.00
740	M-gal.	Sprinkling	2.00	1,480.00
1,400	cu. yds.	3/4" - 0 Material in Binder Course	2.75	3,850.00
220	tons	RC-3 Asphalt in Binder Course	34.00	7,480.00
32,200	tons	Class "B" Asphaltic Concrete	4.70	151,340.00
360	lin. ft.	2½-inch Asphaltic Concrete Traffic Markers	0.75	270.00
			Subtotal	$306,414.50
			10% Engr. & Cont.	30,641.45
			Total	$337,055.95

Length of Roadway	2.957 miles
Length of 2 Structures	0.042 mile
Total Length	2.999 miles
Cost of Roadway per Mile	$113,985.77

Federal Funds	$208,000.00
State Funds	129,055.95
	$337,055.95

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939; Chap. 491, laws 1951; Chap. 20, laws 1953.

State Funds for Maintenance: Chap. 529, laws 1939.

Oregon State Highway Department

Federal Aid Project
No. EFI-323 (10)

42nd-92nd AVENUE SECTION OF THE

T. H. BANFIELD EXPRESSWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, May 27, 1954

Type Code 6201
Roadway (Sta. 137+60 to Sta. 295+75)

5	only	Removal of Catch Basins	$ 25.00	$ 125.00
970	lin. ft.	Removal of Curbs	0.25	242.50
70	cu. yds.	Structural Excavation, Unclassified	3.00	210.00
1,200	cu. yds.	General Excavation, Unclassified	0.60	720.00
4,500	cu. yds.	Excavating and Placing Topsoil	0.75	3,375.00
300	yd. mi.	Truck Haul on Topsoil	0.20	60.00
180	lin. ft.	8-inch Sewer Pipe	1.75	315.00
70	lin. ft.	Extra for Installing Pipe Under Pavement	2.00	140.00
5	only	Concrete Catch Basins	75.00	375.00
2	only	Concrete Sumps	250.00	500.00
1	only	Adjustment of Manholes	75.00	75.00
1,140	cu. yds.	Concrete Curbs	42.00	47,880.00
1,350	cu. yds.	Concrete Traffic Islands	40.00	54,000.00
2,700	sq. yds.	Concrete Walks	3.50	9,450.00
730	lin. ft.	1½-inch Electrical Conduit	1.50	1,095.00
5,500	lin. ft.	Metal Guard Rail, Optional Posts	2.75	15,125.00
90	only	Metal Sight Posts	3.50	315.00
23,400	cu. yds.	2½" - 0 Material in Base	1.60	37,440.00
6,200	cu. yds.	3/4" - 0 Material in Base and Shoulders	1.80	11,160.00
740	M-gal.	Sprinkling	3.00	2,220.00
1,400	cu. yds.	3/4" - 0 Material in Binder Course	3.00	4,200.00
220	tons	RC-3 Asphalt in Binder Course	35.00	7,700.00
32,200	tons	Class "B" Asphaltic Concrete	5.25	169,050.00
360	lin. ft.	2½-inch Asphaltic Concrete Traffic Markers	1.00	360.00
			Subtotal	$366,132.50
			10% Engr. & Cont.	36,613.25
			Total	$402,745.75

Length of Roadway	2.957 miles
Length of 2 Structures	0.042 mile
Total Length	2.999 miles
Cost of Roadway per Mile	$136,200.79

Federal Funds- -	$249,000.00
State Funds- -	153,745.75
	$402,745.75

F

RECEIVED
AUG [illegible]
FOR FILING

4211

August 5, 1954

Warren Northwest, Inc.
P. O. Box 5072
Portland 13, Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 4211, which was awarded to you on June 23 by the State Highway Commission, for paving on the 42ne Avenue-92nd Avenue Section of the T. H. Banfield Expressway in Multnomah County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
JUN 25 1954
FOR FILING

June 25, 1954

Warren Northwest, Inc.
9860 N. E. Hancock Drive
Portland, Oregon

Gentlemen:

The State Highway Commission on June 23, 1954 awarded to you State Highway Contract No. 4[illegible] for paving the 42d Avenue-92d Avenue Section of the T. H. Banfield Expressway in East Portland, Multnomah County. This award was based on your bid of $306,414.50 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr

cc S. H. Probert
H. G. Smith
R. G. Savage, SIAC

Enclosure

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FOR FILING

BFI-

4.11

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

June 23, 1954

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 4211 for Oregon Project BFI-323(10), 42nd-92nd Avenue Sec., T. H. Banfield Expressway (Paving) to Warren Northwest, Inc. of Portland, Oregon, low bidder in the amount of $306,414.50 at the June 23, 1954 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

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JUN 29 1954
[illegible]
STATE [illegible]

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FOR FILING
OREGON DISTRICT
BFI-[illegible]
[illegible]

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

June 8, 1954

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project BFI-323(10), 42nd - 92nd Avenue Section of the T. H. Banfield Expressway.

This is to authorize your advertising for bids.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
JUN 14 1954
OREGON
STATE HIGHWAY COMMISSION

BFI-78(21) S. Umpqua River-Shady Unit, 1954
Deady-Shady Sec., Pacific Hwy.
#4212

RECEIVED
AUG 1 - 1963

FOR FILING

BF I-78(21

4212

July 31, 1963

Koerner, Young, McColloch & Dezendorf
Attorneys at Law
Eighth Floor, Pacific Building
Portland 4, Oregon

Attention: Mr. Leigh D. Stephenson

Gentlemen:

In response to your request of July 30, addressed to Mr. Ed Pease, of our Construction Division, attached is a certified copy of the "Field Engineer's Weekly Report" which shows when the South Umpqua River-Shady Unit, Deady-Shady Section of the Pacific Highway was opened to traffic.

You will note that this report was signed by Mr. C. T. Keasey. Mr. Keasey replaced Mr. R. D. Asburry as Resident Engineer in Roseburg, about the first of May, 1955.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMM.

By
C. W. Head, Assistant Secretary

jmc
Encl.
cc: Ed Pease

KOERNER, YOUNG, McCOLLOCH & DEZENDORF
ATTORNEYS AT LAW
EIGHTH FLOOR, PACIFIC BUILDING
PORTLAND 4, OREGON
CAPITOL 6-6151

ANDREW KOERNER
CLARENCE J. YOUNG
FRANK C. McCOLLOCH
JAMES C. DEZENDORF
FRANK H. SPEARS
JOHN GORDON GEARIN
WILLIAM F. LUBERSKY
HARRY J. DeFRANCO
GEORGE B. CAMPBELL
EDWIN L. GRAHAM
JOHN P. BLEDSOE
JAMES D. TREDUP
HERBERT H. ANDERSON
OGLESBY H. YOUNG
WAYNE HILLIARD
JAMES H. CLARKE
LEWIS K. SCOTT
MARSHALL C. CHENEY, JR.
RICHARD S. BORST
DOUGLAS H. STEARNS
GEORGE L. WAGNER
KENNETH M. JUDD
KAYE C. ROBINETTE
STANLEY R. LOEB
MICHAEL G. HOLMES
JAMES V. HURLEY
GEORGE L. KIRKLIN
LEIGH D. STEPHENSON

DEY, HAMPSON & NELSON
1918 – 1943
HAMPSON, KOERNER, YOUNG & SWETT
1944 – 1947
KOERNER, YOUNG, SWETT & McCOLLOCH
1948 – 1950

July 30, 1963

Mr. Ed Pease
Construction Division
State Highway Department
Salem, Oregon

Re: Perkins v. Standard Oil Company
Civil No. 369-59

Dear Mr. Pease:

Reference is made to my telephone conversation with you a week or so ago. I have not yet received a certified copy of the Engineer's Weekly Construction Report filed by R. P. Asbury showing that the Winston or Shady interchange on the new Highway 99 was opened to traffic at 5:00 o'clock P.M. on September 30, 1955. I would appreciate receiving a copy of such report at your earliest convenience. I enclose a form of certificate for your use.

Should you locate any other documents which show positively the date the above interchange was opened, please forward certified copies of them to me also.

Thank you for your time and cooperation.

Very truly yours,

Leigh D. Stephenson

Enclosure

CONSTRUCTION DIVISION
JUL 31 1963

A

STATE OF OREGON)
)ss.
County of Marion)

I, ______________________________

Secretary of the State Highway Department for the State of Oregon, Salem, Oregon, do hereby certify that I have compared the attached reproduction of letter (or letters) dated ______________________________ with the original(s) contained in the files of this office and do certify that it (they) is (are) true and correct copy(ies) of said original(s).

Dated this _______ day of __________________, 1963.

Signed ______________________________

Subscribed and sworn to before me this ____ day of ______________, 1963.

____
Notary Public for Oregon
My commission expires __________

ghway
-1096

oss
enue_

423.00
994.35
173.75
493.13
103.10
865.00
371.20
184.40
323.10
174.63
387.70
338.08
179.35
86.09
922.92
343.00
038.00

Oiling Agg. in Stock-Pile	33.85	Cu. Yd.	3.40	3.40	115.09	115.09
					$380,397.30	$419,620.22

RECEIVED
JAN 29 1957

FOR FILING

W. C. Williams

W. C. WILLIAMS

S. Umpqua River-Shady Unit,
Deady-Shady Section
Contract No. 4212

[illegible]

4212

FINAL COST ANALYSIS

Paving
E. C. Hall Company and J. C. Compton Company
C. T. Keasey, Resident Engineer

Pacific Highway
Prefix No: 10-1096

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
**Metal Sight Posts	141	Each	$ 3.00	$ 2.50	$ 352.50	$ 423.00
**Metal Guard Rail	284.1	Lin.Ft.	3.50	2.70	767.07	994.35
**1¼" Electrical Conduit	939	Lin.Ft.	1.25	.69	648.12	1,173.75
3"-0 Mat'l in Base	62,567.5	Cu. Yd.	1.75	1.29	80,421.01	109,493.13
3/4"-0 Mat'l in Base and Shoulders	17,949	Cu. Yd.	1.90	2.19	39,357.97	34,103.10
Sprinkling	1,546	M/gal.	2.50	1.82	2,805.60	3,865.00
*3/4"-0 Mat'l in Binder Course	1,991	Cu. Yd.	3.20	4.12	8,215.71	6,371.20
*RS-3 Asph. in Binder Course	279.61	Ton	40.00	35.25	9,855.25	11,184.40
*Furnish & Place RS-1 Asphalt	7.18	Ton	45.00	98.28	705.69	323.10
*Class "B" Asph. Conc.	40,215.528	Ton	5.45	5.07	203,355.33	219,174.63
*2½" AC Traffic Markers	7,387.7	Lin.Ft.	1.00	0.45	3,348.10	7,387.70
PA #1 Adj. for Prev. Blasted Rock	26,056.5	Cu. Yd.	.32			- 8,338.08
PA #2 Screen Rejects in Stockpile	717.4	Cu. Yd.	.25	.25	179.35	179.35
PA #2 Hauling Screen Rejects	717.4	Yd/Mile	.12	.12	86.09	86.09
PA #3 ***Constr. 6' Cyclone Fence	1,001	Lin.Ft.	2.92	2.41	2,405.65	2,922.92
PA #4 *(Revised) RS-2 Emuls. Asph. in Seal	206.86	Ton	50.00	37.85	7,829.02	10,343.00
PA #4 *(Revised) ¼"-#10 Aggregate in Seal Coat	1,173	Cu. Yd.	6.00	6.66	7,819.07	7,038.00
PA #5 *Purchase excess Oiling Agg. in Stock-Pile	33.85	Cu. Yd.	3.40	3.40	115.09	115.09
					$380,397.30	$419,620.22

(Bal. brought forward)	$380,397.30	$419,620.22
Cost Paid State for Previously Blasted Quarry Rock	- 8,338.08	
	$372,059.22	

Revenue	$419,620.22
Costs	372,059.22
Profit	$ 47,561.00

Net Profit Equals 11.3% of Total Revenue

* J. C. Compton

** R & W Company

*** Cyclone Fence Company

Contract No. 4212

DETAIL OF COST

Labor:		
Labor and Supervision	$117,533.02	
Labor Insurance	8,720.03	
Health and Welfare	4,256.97	$130,510.02
Materials:		
Drill Steel	$ 154.21	
Explosives	4,789.59	
Metal Guard Rail	431.83	
940' 1¼" Rigid Conduit	343.10	
9 ea. 1¼" Rigid Conduit Couplings	1.81	
Metal Sight Posts	176.25	
6" Perforated Drain Pipe, Coated, 60 Lin.Ft.	59.40	
6" Helcar Bands, 2 ea.	1.80	
Adj. Paid State for Blasted Quarry Rock	8,338.08	
RC-3 Asphalt	7,315.30	
85-100 and 100-120 Paving Asphalt	52,345.97	
RS-1 Asphalt, 1,475 Gal.	314.69	
RS-2 Asphalt, 48,854 Gal.	5,129.69	
Muck Sand, 1,023 Cu.Yd., at $0.50 per Cu. Yd.	511.91	
¼"-#10 Crushed Rock, 1,237 Cu.Yd. at $3.40 per Cu.Yd.	4,205.80	
Asphaltic Concrete Mix Purchased, 161.575 Tons at $5.75 per Ton	929.06	$ 85,048.49
Equipment Rentals and Miscellaneous Supplies:		
Equipment Rental, Owned	$ 88,566.41	
Equipment Rental, Hired Fully Operated	9,726.86	
Equipment Rental, Hired Without Operator	1,722.53	
Gas, Oil, and Grease	19,013.77	
Freight (Including Freight on Asphalt)	22,899.52	
Bond	3,265.68	
Small Tools and Misc. Supplies	7,668.21	
Home Office and Overhead	5,113.95	
Fuel Oil (PS-300, 1,374.18 Bbls.)	3,641.51	$161,618.44
R & W Company	$ 814.70	
Cyclone Fence Company (1,001 ft. 6' Cyclone Fence Installed)	2,405.65	$ 3,220.30
TOTAL COST		$380,397.30

Remarks:

This was a "Federal Aid Project" calling for the construction of rock base and shoulders involving 82,507.5 cubic yards of crushed materials and the construction of 40,215.53 tons of asphaltic concrete pavement on the South Umpqua River-Shady Unit of the Deady-Shady Section of the Pacific Highway in Douglas County.

This project was bid and awarded June 24, 1954. Work was started September 27, 1954 and completed October 6, 1955. Final was received May 4, 1956.

The contractor moved in one D-8 caterpillar dozer on the 27th of September and began stripping overburden on the Stevenson's gravel bar and made preparations for his haul road and plant site.

The crushing plant was moved in October 4, and set up during the week.

The contractor began producing and placing 3"-0 rock on base, Monday, October 11. On Wednesday, he began producing AC aggregate in simultaneous operation with 3"-0 production. Aggregate was stockpiled for future use.

Placing of 3"-0 base from Shady Overcrossing to the end of the project was completed, with the exception of bridge ends and soft spots, on November 4. Manufacture of leveling material was begun and placed at this same time.

The contractor moved his crusher from Stevenson's bar to the quarry site, Monday, November 8 and began crushing operations on the following Monday.

December 6, 1954, crushing operations were halted because all previously blasted quarry rock had been used up and it was necessary to bring in a drilling crew and equipment to blast more material. The shot was set off Tuesday, the 14th of December. The rock broke into large pieces, making it necessary to reshoot 60% of the loosened material.

Crushing was resumed December 20 with the production of 3"-0, which was stockpiled for future use. The production and placing of 3/4"-0 leveling material was begun on Wednesday of the same week. The production and placing of the 3/4"-0 rock was finished Tuesday, December 28 and then the contractor began producing AC aggregate.

The cost of 3/4"-0 material was high because of the extra blasting of large rock and the re-run of 3/4"-0 and AC aggregate to conform to the required specifications.

Crushing operations were completed and crusher dismantled during the week of February 12, 1955. The contractor removed his crushing equipment and completed placing base rock February 19.

J. C. Compton moved in some oiling equipment May 10, 1955 and placed binder course on main line 2536+30 to 2559+50. Also, on the "R" and "J" lines. No more work by the contractor was done until May 24, then operations were resumed on preparing base and binder course. The cost of binder material was high because of the soft base due to insufficient compaction and adjustment of base settlement.

J. C. Compton moved in and set up his paving plant on the north side of the S. Umpqua River during the week of July 9. Paving began July 13. The contractor completed the north side of the S. Umpqua River the 10th of August, then dismantled his plant to the Shady setup. The contractor had to purchase 1,023 cubic yards of muck sand for the AC mix to complete the north end of the project.

The contractor completed the re-setting up of his paving plant and began operations again August 16. All paving was completed September 3. The paving seal, traffic markers, and cleanup was completed October 11, 1955.

The installation of metal sight posts, metal guard rail, and 1¼" electric conduit was done by the R & W Company and the cyclone fence was installed complete by the Cyclone Fence Company.

The joint venture shows a good profit because E. C. Hall was able to sell 57,051 cubic yards of crushed material to Babler Bros. on the Winchester-S. Umpqua River project and J. C. Compton purchased approximately 1,670 cubic yards of asphaltic concrete paving aggregate in placing 2,088 tons paving on the same project. The above quantities reduced the overall crushing costs and paving costs in ratio to the volume.

M. N. Juve
Chief Cost Analyst

By

Gordon K. Hanson

OREGON STATE HIGHWAY DEPARTMENT

(date) May 24, 1956

(CONTRACT NO.) 4212

(EST. NO.) 11-A-Post-Final

(CONTRACTOR) E. C. Hall Co. & J. C. Compton Co.

(VOUCHER NO.) 10529

(WARRANT NO.) R-151403

(AMOUNT) $ 464.70

(DATE) 5/24/56

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: Oct. 31, 1955

Time Extensions: None

Completion Date: Oct. 6, 1955

Date Accepted: Nov. 26, 1955

Penalties: None of record

Claims: None of record

Remarks:

Date: 5-25-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: MAY 25 1956

Ruth Rawlings

[illegible] ON CARD

RECEIVED
FEB 28 1956
FOR FILING

78(21)
4212

February 27, 1956

Hansen & Rowland, Inc.
Tacoma 1, Washington

Attention: Mr. Leonard E. Frank, Manager
Surety Bond Department

Gentlemen:

State Highway Contract 4212 for work on the South Umpqua River-Shady Unit was completed by E. C. Hall Co. & J. C. Compton Co. on October 6, 1955 and accepted by the Highway Commission on November 26, 1955. Final payment was mailed to the contractor on February 9, 1956.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp

HANSEN & ROWLAND INC.
GENERAL AGENTS
SURETY BONDS · GENERAL INSURANCE
PUGET SOUND BANK BUILDING — PHONE MARKET 1161
TACOMA 1, WASHINGTON

TACOMA
SEATTLE
PORTLAND
LOS ANGELES
SAN FRANCISCO

"Since 1890"

THIS COMMUNICATION IF SIGNED AS AGENT OR AGENTS SHALL BIND IN SUCH CAPACITY ONLY
PLEASE ADDRESS ALL COMMUNICATIONS TO HANSEN & ROWLAND INC. NOT TO INDIVIDUALS

February 23, 1956

Oregon State Highway Commission
Salem, Oregon
Re: Bond No. 60278

Attention: Mr. H. B. Glaisyer, Secretary

Gentlemen:

Under date of January 26, you informed us that work on State Highway Contract No. 4212 - South Umpqua River-Shady Unit, Deady-Shady Section of the Pacific Highway in Douglas County - was completed by E. C. Hall Company and J. C. Compton Company on October 6, 1955, but the project had not yet been accepted. Final contract price was indicated as $419,155.52.

We would appreciate being informed if this contract has now been accepted and, if so, the date of acceptance.

Thanking you for your assistance, we are

Very truly yours

HANSEN & ROWLAND, Inc.
General Agents.

Leonard E. Frank

Leonard E. Frank, Mgr.
Surety Bond Department.

sf

REFERRED TO
BY SECRETARY

RECEIVED
FEB 24 1956
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 10 1956
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

(date)
February 6, 1956

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
4218	11-Final	E. C. Hall Co. & J. C. Compton Co.
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
1547	R-142173	$ 12,974.67	2/6/56

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: Oct. 31, 1955

Time Extensions: ~~XXX~~ None

Completion Date: Oct. 6, 1955

Date Accepted: Nov. 26, 1955

Penalties: None of record

Claims: None of record

Remarks:

Date: 2-9-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
H. B. Glaisyer
Secretary

NOTED ON CARD
✓

Warrant Mailed:
Ruth Rawlings

RECEIVED
JAN 30 1956
FOR FILING

FI-78(21)
4212

January 26, 1956

CERTIFIED MAIL

Seaboard Surety Company
Hanson & Rowland, Inc.
1300 Puget Sound Bank Bldg.
Tacoma, Washington

Glens Falls Insurance Co.
Pacific Coast Department
Mills Tower
San Francisco 4, Calif.

Gentlemen:

State Highway Contract No. 4212 for work performed on South Umpqua River-Shady Unit, Leady-Shady Section of the Pacific Highway in Douglas County was completed by the contractor, E. C. Hall Co. and J. C. Compton Co., on October 6, 1955 but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $12,574.67 will be released to the contractor after acceptance by the Commission. The total contract amount is $419,155.52, of which amount $12,315.79 represents force account items.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Seaboard Surety Co.

Jewett, Barton, Leavy & Kern

NOTED ON CARD
gl

RECEIVED
JAN 4 1956
FOR FILING

[illegible]
4212

January 4, 1956

CERTIFIED MAIL

Seaboard Surety Company
Hansen & Rowland, Inc.
1300 Puget Sound Bank Bldg.
Tacoma, Wash.

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco 4, Calif.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to E. C. Hall Co. & J.C. Compton Co. on contract No. 4212, covering South Umpqua River-Shady Unit, Leady-Shady Section of the Pacific Highway in Douglas County. This payment, in the sum of $1,413.83, will be released to the contractors on or after January 14, 1956. The retained percentage is $12,574.67.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Seaboard Surety Company
75 Maiden Lane
New York 38, N. Y.

Jewett, Barton, Leavy & Kern

NOTED ON CARD
gf

BF1-78(21)

Form E-1-Rev 6-55—10M

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Dec. 3, 1955

South Umpqua R. - Shady Unit
Section Shady - Canyonville

Kind of work Paving

Highway Pacific

Section prefix 10-1096

Contractor E. C. Hall & J. C. Compton Co.

Contract number 4212

Date of contract June 24, 1954

Date of completion Oct. 31, 1955

Date work started Sept. 27, 1954

Estimated date of completion Oct. 11, 1955

Project authorization $508,029.38

Exclusive of Engineering $474,036.18

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $442,324.16

Estimated per cent ~~[illegible]~~ or underrun 7 %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $33,997.20

Date project was completed 10 - 6, 1955

Engineering cost to date $25,885.86, 74 %

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Project completed. Semi-final estimate 99% complete.

NOTED
L. H. Young

RECEIVED
DEC 5 1955
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
V. D. WOLFE

NOTED
W. T. WRIGHT

Signed

Address Roseburg

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 96386

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		3.26			4.83
Miles partially completed					
Miles completed		3.26			4.83
Total estimated quantities (contract)		74,000			41,000
Total quantities corrected to date		82,507.5			40,215.528
Estimated quantities moved or placed to date		All			All
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					

Average force on project for week

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers..........., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fine		
Monday	Clear		
Tuesday	Overcast		
Wednesday	Rain		
Thursday	"		
Friday	"		
Saturday			

RECEIVED
OCT 27 1955
FOR FILING

E.F1-78(21)
4212

October 27, 1955

Glens Falls Indemnity Co.
Pacific Coast Department
Mills Tower
San Francisco 4, Calif.

Hansen & Rowland, Inc.
1300 Puget Sound Bank Bldg.
Tacoma, Washington

Gentlemen:

It is the intention of the State Highway Commission to release to E. C. Hall Co. & J. C. Compton Co. a portion of the funds heretofore retained by the Commission on contract No. 4212, for paving on the South Umpqua River-Shady Unit, Deady-Shady Section of the Pacific Highway in Douglas County.

This payment, in the amount of $55,645.90, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $12,530.94. The present payment will be released on or after November 7, 1955.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Seaboard Surety Company

Jewett, Barton, Leavy & Kern

NOTED ON CARD

RECEIVED
OCT 20 1955
FOR FILING

FFI 78(21)
1312

October 18, 1955

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on October 6, 1955 on Contract No. 4212, South Umpqua River-Shady Unit, Deady-Shady Section, in Douglas County, in connection with Federal Aid Project No. FFI-78(21).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

cc: John Cattrall

[illegible]:ch

RECEIVED
AUG 17 1955
FOR FILING

FFI-74(31)
4212

Salem, Oregon
August 17, 1955

Mr. C. T. Keasey
Resident Highway Engineer
Roseburg, Oregon

Dear Sir:

This is to advise you that at its meeting on August 11, 1955, the State Highway Commission approved increase in project authorization of $30,000.00 on Contract No. 4212, South Umpqua-Shady Unit, Deady-Shady Section in Douglas County.

The present construction authorization is $508,029.38. This amount should be used on all future reports.

Very truly yours,

S. H. Probert
Office Engineer

DBP:ia

cc: Tom Edwards

RECEIVED
JUL 27 1955
FOR FILING

BFI-78(21)

4212

July 27, 1955

Oregon State Highway Commission

Gentlemen:

Our contract plans for the grading and paving of the South Umpqua River-Shady Unit of the Pacific Highway in Douglas County did not provide for a pavement seal coat. Determining the necessity of a seal coat, we have negotiated a Price Agreement with the contractor, which will result in an overrun of the project authorization in the amount of $30,000. Practically all of this overrun is the result of placing the seal coat, which will cost $27,000.

This matter will be on the next agenda, and it is requested that you approve additional project authorization on Contract No. 4212 in the amount of $30,000, a 6.2 per cent overrun of the project authorization.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. S. H. Probert
Mr. C. H. Maison

WCW:me lg

RECEIVED
JUL 26 1955
FOR FILING

[illegible]
[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 25th, 1955

SUBJECT:

To: Mr. Tom Edwards
Division Engineer

NC
W. C. WILLIA

On June 27th, 1955 Young reported by letter that the Deady-South Umpqua River Unit would not have an overrun in excess of 5%. Keasey's weekly report for July 23rd, 1955 shows a completed project cost of $469,695.75 as compared to $438,846.64 authorized for construction.

Will you please explain.

Forrest Cooper
Forrest Cooper
Ass't. Construction Engineer

FC:AR

cc to: W. C. Williams ✓

RECEIVED
JUL 25 1955
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 9 - 1954
FOR FILING
FORM E-30X 37½ 3-54 73780

NOTED
W. C. WILLIAMS

BFI - 78 (21)
4212

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 8, 1954

SUBJECT:

To:
Mr. Tom Edwards
Division Engineer
State Highway Department
Roseburg, Oregon

Dear Sir:

The subcontract between E. C. Hall & Co. and J. C. Compton Company and Johnson & Amens, covering Item No. 3, on the South Umpqua River-Shady Contract No. 4212, Oregon BFI-78 (21), is approved and you may so inform the interested parties.

Four copies of the subcontract are returned herewith for distribution.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:of

Encls.

cc to: W. C. Williams
C. G. Polk (2)

Form PR 2 (Revised 1950)

State Oregon

Federal Aid Bond Issue

Project No. BFI-78(21)

U. S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

4212

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 22nd day of November, 1954, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 19th day of February, 1954, a program, which was approved on the 11th day of March, 1954, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were approved ~~recommended for approval~~ by the District Engineer of the Bureau of Public Roads on the 17th day of March, 1954; and

Whereas the District ~~Division~~ Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of three hundred seventy-one thousand and 00/100 dollars ($371,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Proceeds of bonds as follows:

(Include date and citation of ~~act of legislature by which authorized)~~

~~(b) From other sources~~ [illegible]

Authorized by Chapter	Oregon Laws	Amount	Date of Issue	Beginning Date of Maturities
491	1951	$15,000,000	Oct. 1, 1951	Oct. 1, 1952
491	1951	15,000,000	Mar. 1, 1952	Mar. 1, 1953
491	1951	10,000,000	Mar. 1, 1953	Mar. 1, 1954
20	1953	32,000,000	Sept. 1, 1953	Sept. 1, 1954

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 2308+91 in the E 1/2, Section 25, T. 26 S., R. 3 W., W.M., and survey station 2806+55 in the NE 1/4, Section 11, T. 28 S., R. 3 W., W.M., except stations 2529+15.34 - 2536+29.34, 2548+90.79 - 2550+10.79, 2552+99.29 - 2554+25.29, 2612+91+84 - 2613+91.84, 2682+80 - 2683+90, 2734+34 - 2743+80.5, 2745+88 - 2747+48, and 2770+44.04 - 2771+34.04, length 8.967 miles, in Douglas County, being Oregon Federal Aid / Bond Issue project No. BFI-78(21), consisting of 8.967 miles of roadway and no bridges, e[illegible] of more than 20 feet clear span, ... o[illegible]

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of **three hundred seventy-one thousand and 00/100** dollars ($371,000.00), which does not exceed the authorized Federal pro rata share of **six hundred ten thousand, five hundred ninety-nine and 55/100** dollars ($610,599.55), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. No payments hereunder will be made to the State as the construction of said project progresses or immediately upon its completion, and no present or immediate obligation is created by this agreement against Federal-aid funds apportioned and now unobligated and available to the State, the purpose and intent of this agreement being to provide aid to the State, as authorized by section 5 of the Federal-Aid Highway Act of 1950, in retiring annual maturities of the principal indebtedness of the bonds mentioned in Article I hereof, and as such bonds mature annually and the State requests Federal reimbursement pursuant hereto to aid in meeting such annual maturities and certifies that such bonds have been retired the Bureau of Public Roads will submit vouchers to the Secretary of the Treasury for payment to the State Treasurer, hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon, of such sums based on such annual maturities as the State shall request and as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. If in any year no Federal funds apportioned to the State shall be unobligated and available from which payments hereunder may be made there shall be no obligation on the part of the Federal Government hereunder on account of bond maturities for that year.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest

SECRETARY

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Ben R Chandler
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By
~~Acting~~ *Division Engineer,*
Bureau of Public Roads.

RECEIVED NOV 24 1954

RECEIVED NOV 17 1954 DIVISION 8

RECEIVED OCT 18 1954 OREGON DISTRICT

Oregon State Highway Department

Federal Aid Project
No. BFI-78 (21)

WINCHESTER-SHADY SECTION
OF THE PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 16, 1954

Type Code 6201
2-Lane Roadway (Sta. 2308+91 to Sta. 2367+00)(Sta. 2397+00 to Sta. 2495+50) (Contract No. 4157)

4	only	Corrugated Metal Sight Posts	$ 3.25	$ 13.00
220	lin. ft.	Metal Guard Rail	3.50	770.00
6,300	cu. yds.	3/4" - 0 Material in Base and Shoulders	1.90	11,970.00
150	M-gal.	Sprinkling	2.50	375.00
440	cu. yds.	3/4" - 0 Material in Binder Course	3.00	1,320.00
70	tons	RC-3 Asphalt in Binder Course	40.00	2,800.00
8,480	tons	Class "B" Asphaltic Concrete	5.55	47,064.00
1,060	cu. yds.	Aggregates in Oil Mat Wearing Surface	3.25	3,445.00
80	tons	150-200 Asphalt in Oil Mat Wearing Surface	45.00	3,600.00
24	tons	RS-1 Asphalt in Oil Mat Wearing Surface	45.00	1,080.00
700	lin. ft.	2½-inch Asphaltic Concrete Traffic Markers	1.00	700.00
				$ 73,137.00

Type Code 6201
2-Lane Roadway (Sta. 2625+00 to Sta. 2672+50)(Sta. 2685+00 to Sta. 2761+70.5)(Contract No. 4212)

20	only	Metal Sight Posts	$ 3.00	$ 60.00
70	cu. yds.	Concrete Traffic Islands	36.00	2,520.00
14,500	cu. yds.	3" - 0 Material in Base	1.75	25,375.00
5,000	cu. yds.	3/4" - 0 Material in Base and Shoulders	1.90	9,500.00
400	M-gal.	Sprinkling	2.50	1,000.00
500	cu. yds.	3/4" - 0 Material in Binder Course	3.20	1,600.00
80	tons	RC-3 Asphalt in Binder Course	40.00	3,200.00
20	tons	Furnishing and Placing RS-1 Asphalt	45.00	900.00
8,000	tons	Class "B" Asphaltic Concrete	5.45	43,600.00
50	cu. yds.	Aggregate in Seal Coat	4.00	200.00
800	lin. ft.	2½-inch Asphaltic Concrete Traffic Markers	1.00	800.00
				$ 88,755.00
			Subtotal	$161,892.00
			10% Engr. & Cont.	16,189.20
			Total	$178,081.20

Length of Roadway	5.117 miles
*Length of 2 Structures	0.201 mile
Total Length	5.318 miles
Cost of Roadway per Mile	$34,801.87

* Length of South Umpqua River Bridge, (Sta. 2734+78 to 2743+80.5), 0.171 mile Exception

Type Code 6201
4-Lane Roadway (Sta. 2367+00 to Sta. 2397+00)(Contract No. 4157)

1,400	cu. yds.	3/4" - 0 Material in Base and Shoulders	$ 1.90	$ 2,660.00
40	M-gal.	Sprinkling	2.50	100.00
140	cu. yds.	3/4" - 0 Material in Binder Course	3.00	420.00
20	tons	RC-3 Asphalt in Binder Course	40.00	800.00
2,700	tons	Class "B" Asphaltic Concrete	5.55	14,985.00
150	cu. yds.	Aggregates in Oil Mat Wearing Surface	3.25	487.50
12	tons	150-200 Asphalt in Oil Mat Wearing Surface	45.00	540.00
4	tons	RS-1 Asphalt in Oil Mat Wearing Surface	45.00	180.00
			Subtotal	$ 20,172.50
			10% Engr. & Cont.	2,017.25
			Total	$ 22,189.75

Length of Roadway	0.568 mile
Cost of Roadway per mile	$39,066.46

Type Code 6201
4-Lane Roadway (Sta. 2495+50 to 2529+15.34)(Contract No. 4157)

26	only	Corrugated Metal Sight Posts	$ 3.25	$ 84.50
650	lin. ft.	Metal Guard Rail	3.50	2,275.00
3,900	cu. yds.	3/4" - 0 Material in Base and Shoulders	1.90	7,410.00
110	M-gal.	Sprinkling	2.50	275.00
420	cu. yds.	3/4" - 0 Material in Binder Course	3.00	1,260.00
70	tons	RC-3 Asphalt in Binder Course	40.00	2,800.00
8,380	tons	Class "B" Asphaltic Concrete	5.55	46,509.00
170	cu. yds.	Aggregates in Oil Mat Wearing Surface	3.25	552.50
14	tons	150-200 Asphalt in Oil Mat Wearing Surface	45.00	630.00
4	tons	RS-1 Asphalt in Oil Mat Wearing Surface	45.00	180.00
1,340	lin. ft.	2½-inch Asphaltic Concrete Traffic Markers	1.00	1,340.00
				$ 63,316.00

Type Code 6201
4-Lane Roadway (Sta. 2536+29.34 to Sta. 2625+00)(Sta. 2672+50 to Sta. 2685+00)
(Sta. 2761+70.5 to Sta. 2806+55)

40	only	Metal Sight Posts	$ 3.00	$ 120.00
300	lin. ft.	Metal Guard Rail	3.50	1,050.00
270	cu. yds.	Concrete Traffic Islands	36.00	9,720.00
700	lin. ft.	1½-inch Electrical Conduit	1.25	875.00
38,500	cu. yds.	3" - 0 Material in Base	1.75	67,375.00
14,000	cu. yds.	3/4" - 0 Material in Base and Shoulders	1.90	26,600.00
1,100	M-gal.	Sprinkling	2.50	2,750.00
1,500	cu. yds.	3/4" - 0 Material in Binder Course	3.20	4,800.00
250	tons	RC-3 Asphalt in Binder Course	40.00	10,000.00
66	tons	Furnishing and Placing RS-1 Asphalt	45.00	2,970.00
33,000	tons	Class "B" Asphaltic Concrete	5.45	179,850.00
150	cu. yds.	Aggregate in Seal Coat	4.00	600.00
3,000	lin. ft.	2½-inch Asphaltic Concrete Traffic Markers	1.00	3,000.00
				$309,710.00
			Subtotal	$373,026.00
			10% Engr. & Cont.	37,302.60
			Total	$410,328.60

Length of Roadway	3.294 miles
*Length of 7 Structures	0.235 mile
Total Length	3.529 miles
Cost of Roadway per Mile	$124,568.48

*Length of South Umpqua River Bridge (Sta. 2529+15.34 to 2536+29.34), 0.136 mile Exception

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
2-Lane Roadway	$178,081.20	$108,202.00	$ 69,879.20
3-Lane Roadway	22,189.75	13,482.00	8,707.75
4-Lane Roadway	410,328.60	249,316.00	161,012.60
	$610,599.55	$371,000.00	$239,599.55

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939; Chap. 491, laws 1951; Chap. 20, laws 1953.

State Funds for Maintenance: Chap. 529, laws 1939

Type Code 6201
4-Lane Roadway (Sta. 2536+29.34 to Sta. 2625+00) (Sta. 2672+50 to Sta. 2685+00) (Sta. 2761+70.5 to Sta. 2806+55)

40	only	Metal Sight Posts	$ 3.00	$ 120.00
300	lin. ft.	Metal Guard Rail	3.50	1,050.00
270	cu. yds.	Concrete Traffic Islands	36.00	9,720.00
700	lin. ft.	1¼-inch Electrical Conduit	1.25	875.00
38,500	cu. yds.	3" - 0 Material in Base	1.75	67,375.00
14,000	cu. yds.	3/4" - 0 Material in Base and Shoulders	1.90	26,600.00
1,100	M-gal.	Sprinkling	2.50	2,750.00
1,500	cu. yds.	3/4" - 0 Material in Binder Course	3.20	4,800.00
250	tons	RC-3 Asphalt in Binder Course	40.00	10,000.00
66	tons	Furnishing and Placing RS-1 Asphalt	45.00	2,970.00
33,000	tons	Class "B" Asphaltic Concrete	5.45	179,850.00
150	cu. yds.	Aggregate in Seal Coat	4.00	600.00
3,000	lin. ft.	2½-inch Asphaltic Concrete Traffic Markers	1.00	3,000.00
				$309,710.00
			Subtotal	$373,026.00
			10% Engr. & Cont.	37,302.60
			Total	$410,328.60

Length of Roadway	3.294 miles
*Length of 7 Structures	0.235 mile
Total Length	3.529 miles
Cost of Roadway per Mile	$124,568.48

*Length of South Umpqua River Bridge (Sta. 2529+15.34 to 2536+29.34), 0.136 mile Exception

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
2-Lane Roadway	$178,081.20	$108,202.00	$ 69,879.20
3-Lane Roadway	22,189.75	13,482.00	8,707.75
4-Lane Roadway	410,328.60	249,316.00	161,012.60
	$610,599.55	$371,000.00	$239,599.55

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939; Chap. 491, laws 1951; Chap. 20, laws 1953.

State Funds for Maintenance: Chap. 529, laws 1939

Oregon State Highway Department

Federal Aid Project
No. BFI-78 (21)

WINCHESTER-SHADY SECTION
OF THE PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications; not as a basis for project agreement.)

Salem, Oregon, June 9, 1954

Type Code 6201
2-Lane Roadway (Sta. 2308+91 to Sta. 2367+00) (Sta. 2397+00 to Sta. 2495+50)
(Contract No. 4157)

4	only	Corrugated Metal Sight Posts	$ 3.25	$ 13.00
220	lin. ft.	Metal Guard Rail	3.50	770.00
6,300	cu. yds.	3/4" - 0 Material in Base and Shoulders	1.90	11,970.00
150	M-gal.	Sprinkling	2.50	375.00
440	cu. yds.	3/4" - 0 Material in Binder Course	3.00	1,320.00
70	tons	RC-3 Asphalt in Binder Course	40.00	2,800.00
8,480	tons	Class "B" Asphaltic Concrete	5.55	47,064.00
1,060	cu. yds.	Aggregates in Oil Mat Wearing Surface	3.25	3,445.00
80	tons	150-200 Asphalt in Oil Mat Wearing Surface	45.00	3,600.00
24	tons	RS-1 Asphalt in Oil Mat Wearing Surface	45.00	1,080.00
700	lin. ft.	2½-inch Asphaltic Concrete Traffic Markers	1.00	700.00
				$ 73,137.00

Type Code 6201
2-Lane Roadway (Sta. 2625+00 to Sta. 2672+50) (Sta. 2685+00 to Sta. 2761+70.5)

20	only	Metal Sight Posts	$ 3.00	$ 60.00
70	cu. yds.	Concrete Traffic Islands	55.00	3,850.00
14,500	cu. yds.	3" - 0 Material in Base	1.60	23,200.00
5,000	cu. yds.	3/4" - 0 Material in Base and Shoulders	1.90	9,500.00
400	M-gals.	Sprinkling	2.50	1,000.00
500	cu. yds.	3/4" - 0 Material in Binder Course	3.00	1,500.00
80	tons	RC-3 Asphalt in Binder Course	42.00	3,360.00
20	tons	Furnishing and Placing RS-1 Asphalt	44.00	880.00
8,000	tons	Class "B" Asphaltic Concrete	5.25	42,000.00
50	cu. yds.	Aggregate in Seal Coat	3.50	175.00
800	lin. ft.	2½-inch Asphaltic Concrete Traffic Markers	1.00	800.00
				$ 86,325.00

Subtotal	$159,462.00
10% Engr. & Cont.	15,946.20
Total	$175,408.20

Length of Roadway	5.117 Miles
* Length of 2 Structures	0.201 Mile
Total Length	5.318 Miles
Cost of Roadway Per Mile	$34,279.49

* Length of South Umpqua River Bridge, (Sta. 2734+78 to 2743+80.5), 0.171 mile Exception

Type Code 6201
3-Lane Roadway (Sta. 2367+00 to Sta. 2397+00) (Contract No. 4157)

1,400	cu. yds.	3/4" - 0 Material in Base and Shoulders	$ 1.90	$ 2,660.00
40	M-gal.	Sprinkling	2.50	100.00
140	cu. yds.	3/4" - 0 Material in Binder Course	3.00	420.00
20	tons	RC-3 Asphalt in Binder Course	40.00	800.00
2,700	tons	Class "B" Asphaltic Concrete	5.55	14,985.00
150	cu. yds.	Aggregates in Oil Mat Wearing Surface	3.25	487.50
12	tons	150-200 Asphalt in Oil Mat Wearing Surface	45.00	540.00
4	tons	RS-1 Asphalt in Oil Mat Wearing Surface	45.00	180.00
			Subtotal	$ 20,172.50
			10% Engr. & Cont.	2,017.25
			Total	$ 22,189.75

Length of Roadway	0.568 Mile
Cost of Roadway per Mile	$39,066.46

Type Code 6201
4-Lane Roadway (Sta. 2495+50 to 2529+15.34) (Contract No. 4157)

26	only	Corrugated Metal Sight Posts	$ 3.25	$ 84.50
650	lin. ft.	Metal Guard Rail	3.50	2,275.00
3,900	cu. yds.	3/4" - 0 Material in Base and Shoulders	1.90	7,410.00
110	M-gals.	Sprinkling	2.50	275.00
420	cu. yds.	3/4" - 0 Material in Binder Course	3.00	1,260.00
70	tons	RC-3 Asphalt in Binder Course	40.00	2,800.00
8,380	tons	Class "B" Asphaltic Concrete	5.55	46,509.00
170	cu. yds.	Aggregates in Oil Mat Wearing Surface	3.25	552.50
14	tons	150-200 Asphalt in Oil Mat Wearing Surface	45.00	630.00
4	tons	RS-1 Asphalt in Oil Mat Wearing Surface	45.00	180.00
1,340	lin. ft.	2½-inch Asphaltic Concrete Traffic Markers	1.00	1,340.00
				$ 63,316.00

Type Code 6201
4-Lane Roadway (Sta. 2536+29.34 to Sta. 2625+00) (Sta. 2672+50 to Sta. 2685+00) (Sta. 2761+70.5 to Sta. 2806+55)

40	only	Metal Sight Posts	$ 3.00	$ 120.00
300	lin. ft.	Metal Guard Rail	2.75	825.00
270	cu. yds.	Concrete Traffic Islands	55.00	14,850.00

700	lin. ft.	1½-inch Electrical Conduit	$ 1.25	$ 875.00
38,500	cu. yds.	3" - 0 Material in Base	1.60	61,600.00
14,000	cu. yds.	3/4" - 0 Material in Base and Shoulders	1.90	26,600.00
1,100	M-gals.	Sprinkling	2.50	2,750.00
1,500	cu. yds.	3/4" - 0 Material in Binder Course	3.00	4,500.00
250	tons	RC-3 Asphalt in Binder Course	42.00	10,500.00
66	tons	Furnishing and Placing RS-1 Asphalt	44.00	2,904.00
33,000	tons	Class "B" Asphaltic Concrete	5.25	173,250.00
150	cu. yds.	Aggregate in Seal Coat	3.50	525.00
3,000	lin. ft.	2½-inch Asphaltic Concrete Traffic Markers	1.00	3,000.00
				$302,299.00
			Subtotal	$365,615.00
			10% Engr. & Cont.	36,561.50
			Total	$402,176.50

Length of Roadway	3.294 Miles
* Length of 7 Structures	0.235 Mile
Total Length	3.529 Miles
Cost of Roadway per Mile	$122,093.65

* Length of South Umpqua River Bridge, (Sta. 2529+15.34 to 2536+29.34), 0.136 Mile Exception

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
2-Lane Roadway	$175,408.20	$108,502.00	$ 66,906.20
3-Lane Roadway	22,189.75	13,726.00	8,463.75
4-Lane Roadway	402,176.50	248,772.00	153,404.50
	$599,774.45	$371,000.00	$228,774.45

Oregon State Highway Department

Federal Aid Project
No. EFI-78 (21)

WINCHESTER-SHADY SECTION
OF THE PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, March 16, 1954

Type Code 6201
2-Lane Roadway (Sta. 2308+91 to Sta. 2367+00) (Sta. 2397+00 to Sta. 2495+50)

4	only	Corrugated Metal Sight Posts	$ 3.00	$ 12.00
220	lin. ft.	Metal Guard Rail	2.75	605.00
6,300	cu. yds.	3/4" - 0 Material in Base and Shoulders	2.10	13,230.00
150	M-gals.	Sprinkling	3.00	450.00
440	cu. yds.	3/4" - 0 Material in Binder Course	3.25	1,430.00
70	tons	RC-3 Asphalt in Binder Course	40.00	2,800.00
8,480	tons	Class "B" Asphaltic Concrete	5.60	47,488.00
1,060	cu. yds.	Aggregates in Oil Mat Wearing Surface	3.50	3,710.00
80	tons	150-200 Asphalt in Oil Mat Wearing Surface	38.00	3,040.00
24	tons	RS-1 Asphalt in Oil Mat Wearing Surface	40.00	960.00
700	lin. ft.	2½-inch Asphaltic Concrete Traffic Markers	1.00	700.00
			Subtotal	$74,425.00
			10% Engr. & Cont.	7,442.50
			Total	$81,867.50
		Length of Roadway	2.966 Miles	
		Cost of Roadway per Mile	$27,601.98	

Type Code 6201
3-Lane Roadway (Sta. 2367+00 to Sta. 2397+00)

1,400	cu. yds.	3/4" - 0 Material in Base and Shoulders	$ 2.10	$ 2,940.00
40	M-gal.	Sprinkling	3.00	120.00
140	cu. yds.	3/4" - 0 Material in Binder Course	3.25	455.00
20	tons	RC-3 Asphalt in Binder Course	40.00	800.00
2,700	tons	Class "B" Asphaltic Concrete	5.60	15,120.00
150	cu. yds.	Aggregates in Oil Mat Wearing Surface	3.50	525.00
12	tons	150-200 Asphalt in Oil Mat Wearing Surface	38.00	456.00
4	tons	RS-1 Asphalt in Oil Mat Wearing Surface	40.00	160.00
			Subtotal	$20,576.00
			10% Engr. & Cont.	2,057.60
			Total	$22,633.60

Length of Roadway	0.568 Mile
Cost of Roadway per Mile	$39,847.88

Type Code 6801
4-Lane Roadway (Sta. 2495+50 to 2529+15.34)

26	only	Corrugated Metal Sight Posts	$ 3.00	$ 78.00
650	lin. ft.	Metal Guard Rail	2.75	1,787.50
3,900	cu. yds.	3/4" - 0 Material in Base and Shoulders	2.10	8,190.00
110	M-gals.	Sprinkling	3.00	330.00
420	cu. yds.	3/4" - 0 Material in Binder Course	3.25	1,365.00
70	tons	RC-3 Asphalt in Binder Course	40.00	2,800.00
8,380	tons	Class "B" Asphaltic Concrete	5.60	46,928.00
170	cu. yds.	Aggregates in Oil Mat Wearing Surface	3.50	595.00
14	tons	150-200 Asphalt in Oil Mat Wearing Surface	38.00	532.00
4	tons	RS-1 Asphalt in Oil Mat Wearing Surface	40.00	160.00
1,340	lin. ft.	2½-inch Asphaltic Concrete Traffic Markers	1.00	1,340.00
			Subtotal	$64,105.50
			10% Engr. & Cont.	6,410.55
			Total	$70,516.05

Length of Roadway	0.629 Mile
Cost of Roadway per Mile	$112,108.18

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
2-Lane Roadway	$ 81,867.50	$ 50,519.00	$31,348.50
3-Lane Roadway	22,633.60	13,967.00	8,666.60
4-Lane Roadway	70,516.05	43,514.00	27,002.05
	$175,017.15	$108,000.00	$67,017.15

RECEIVED
JUN [illegible] 1955
FOR FILING

[illegible]
4212

9-27-54

DATE

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was (~~completed~~) (started) on Sept 27, 1954 on Contract No. 4212, Deady - South Umpqua River Unit, Deady-Shady Section, in Douglas County, in connection with Federal Aid Project No. S52- 78(21).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DBP:

cc: John Cattrall
(Completion dates only)

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AUG 6 - 54
FOR FILING

PFI-28(1)

August 5, 1954

E. C. Hall Co. & J. C. Compton Co
12012 S. W. Barbur Blvd.
Portland 19, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4212, which was awarded to you June 24 by the State Highway Commission, for paving on the South Umpqua River-Shady Unit, Deady-Shady Section of the Pacific Highway in Douglas County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

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4.1[illegible]

June 25, 1954

E. C. Hall Co. & J. C. Compton Co.
12012 S.W. Barbur Blvd.
Portland, Oregon

Gentlemen:

The State Highway Commission on June 24, 1954 awarded to you State Highway Contract No. 4212 for 4.18 miles of paving on the South Umpqua River-Shady Unit, Deady-Shady Section of the Pacific Highway south from Roseburg in Douglas County. This award was based on your bid of $398,465 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mm

Enclosure-1

cc: J. C. Compton Co.
McMinnville, Oregon

H. G. Smith
S. H. Probert
R. G. Savage-SIAC

File ✓

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

June 24, 1954

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 4212 for Oregon Project EFI-78(21), Winchester-Shady Unit, Deady-Shady Section of the Pacific Highway, to E. C. Hall Co. and J. C. Compton Co. of Portland, Oregon, low bidder in the amount of $398,465.00 at the June 24, 1954 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

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310-1720 Drain (Main St.) Paving Proj. 1954

#4213

310-1720 Drain (Main St.) Paving Proj. 1954

#4213

ecember 9, 1954

STATE OF OREGON,

To Porter W. Yett, Dr.

County Douglas

Postoffice address Portland 13, Oregon

Highway City Street

Work done to October 4, 1954

Contract No. 4213

Section Drain (Main Street)

Prefix No. 310-1720-201 (41)

Estimate No. 3 Final

ITEM	Unit	Unit Prices	Total Quantities To Date	Total Amount To Date	Previous Amount	Present Amount
1. 3"-0 material in base	c.y.	3.20	1,536	4,915.20	4,915.20	-
2. 3/4"-0 material in base	c.y.	3.30	224	739.20	739.20	-
3. Sprinkling	M/gal	1.50	32.3	48.45	48.45	-
4. Class "B" asph. concrete	c.y.	10.00	769.91	7,699.10	7,699.10	-
Totals				13,401.95	13,401.95	-
0 % Retained				-	500.00	500.00
Total Payments				13,401.95	12,901.95	500.00

Audited and approved by

Period covered To Oct. 4, 1954

Items Cont. 4213 - Est. 3 Final

Computed by J. Goin

Checked by Carl F.

To be paid contractors, this estimate, $ 500.00

Section Drain (Main Street) Prefix No. 310-1720-201 (41) Estimate No. 3 Final

ITEM	Unit	Unit Prices	Total Quantities To Date	Total Amount To Date	Previous Amount	Present Amount
1. 3"-0 material in base	c.y.	3.20	1,536	4,915.20	4,915.20	-
2. 3/4"-0 material in base	c.y.	3.30	224	739.20	739.20	-
3. Sprinkling	M/gal	1.50	32.3	48.45	48.45	-
4. Class "B" asph. concrete	c.y.	10.00	769.91	7,699.10	7,699.10	-
		Totals		13,401.95	13,401.95	-
	0	% Retained		-	500.00	500.00
		Total Payments		13,401.95	12,901.95	500.00

Audited and approved by

Period covered To Oct. 4, 1954

Items Cont. 4213 - Est. 3 Final

Computed by J. Goin V. [illegible] Checked by Carl F. Smith

To be paid contractors, this estimate, $ 500.00

Engineer Robert T. Ewan

Previous Voucher No. 22471

State Printing 78771

I, Porter W. Yett,
(Name)

hereby certify that I am ;
(A member of the firm or corporation—otherwise leave blank)

that I have knowledge of the within-described and attached claim; that the foregoing account is correct and just; that the work was actually performed and material furnished as therein charged; and that there is due me on this date from the State of Oregon, according to contract, the sum of $ 500.00

Five Hundred and no/100 *Dollars and that the same, or any part thereof, has not been paid.*

NOTE—This certificate must be executed by a member of the firm or corporation who has full knowledge of the within account.

(Name)

Warrant No. R *issued in payment of the within claim.*

6

Form A-20—5M—10-54

Office No. Indexed by

Cont. 4213 - Est. 3 Final

CLAIM No.

STATE HIGHWAY FUND

PORTER W. YETT
6500 N. E. AINSWORTH
PORTLAND 15, OREGON

$ 500.00

State Highway Department

For payment of accounts incurred by the State Highway Commission by authority of ORS 366.435. Approved for payment and included in list, Serial No.

Audited and Ascertained to be Correct

Claims Auditor

Salem, Oregon, , 19

The within claim has been authorized in the above amount.

As State Highway Engineer

State Highway Commission

As Chairman

As Commissioner

As Commissioner

Audited and Allowed

Secretary of State

I, ... Porter W. Yett ....,
(Name)

hereby certify that I am ....;
(A member of the firm or corporation—otherwise leave blank)

that I have knowledge of the within-described and attached claim; that the foregoing account is correct and just; that the work was actually performed and material furnished as therein charged; and that there is due me on this date from the State of Oregon, according to contract, the sum of $ 500.00

Five Hundred and no/100 ———————— *Dollars*

and that the same, or any part thereof, has not been paid.

NOTE—This certificate must be executed by a member of the firm or corporation who has full knowledge of the within account.

....
(Name)

Warrant No. R.................. *issued in payment of the within claim.*

6

Form A-20—5M—10-54

Office No. .... Indexed by ....

Cont. 4213 - Est. 3 Final

CLAIM No. ....

STATE HIGHWAY FUND

PORTER W. YETT
6500 N. E. AINSWORTH
PORTLAND 13, OREGON

$ 500.00

State Highway Department

For payment of accounts incurred by the State Highway Commission by authority of ORS 366.435. Approved for payment and included in list, Serial No.

Audited and Ascertained to be Correct

....
Claims Auditor

Salem, Oregon, ..., 19......

The within claim has been authorized in the above amount.

....
As State Highway Engineer

State Highway Commission

....
As Chairman

....
As Commissioner

....
As Commissioner

Audited and Allowed

....

....
Secretary of State

4

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4213

PORTER W. YETT

Contractor

April 4, 1956

C
O
P
Y

Mr. W. C. Williams
Deputy State Highway Engineer
Salem, Oregon

Re: Yoncalla Contracts

Dear Mr. Williams:

We enclose herewith complete combined cost records on Contracts No. 4019, No. 4020, No. 4213. We are presenting these records to you for your information in as much as we have presented additional claims amounting to approximately $8,501.45.

We have thoroughly analyzed all the operations and as you can see by the percentages applied to the various divisions of cost, indicate that in plain language, we just did not have enough money to perform the work for our bid prices.

It is true, we had two very rough seasons from a weather standpoint, but all in all the percentages of materials and supplies, machinery and equipment repair, labor and overhead costs, etc. are in line dollar percentage wise.

We would appreciate it if you will consider this information as confidential.

Very truly yours,

PORTER W. YETT

By________________________

PWY/c
Enc. (1)

Yoncalla Costs - Includes Contracts No. 4019 - No. 4020 - No. 4213

Years - 1954 & 1955

Materials & Supplies	65,127.20	126,670.22	191,797.42	22.48
Mchy & Equip. repair	108,494.37	53,286.36	161,780.73	18.96
Small Tools	721.54	299.74	1,021.28	.12
Move & Haul	1,538.02	375.74	1,913.76	.22
Rentals Equipment	49,942.77	10,417.87	60,360.64	7.08
Truck Rentals	41,161.08	33,296.11	74,457.19	8.73
Labor	197,320.00	109,627.18	306,947.60	35.98
Payroll Taxes	14,500.48	8,571.12	23,071.60	2.70
Health & Welfare	4,759.88	2,985.27	7,745.15	.91
	483,565.34	345,529.61	829,094.95	97.18
Overhead	49,524.83	28,260.76	77,785.59	9.12
Depreciation	28,997.54	13,932.73	42,930.27	5.03
Total Costs	562,087.71	387,723.10	949,810.81	111.33
Total Income	521,804.71	331,289.52	853,094.23	100.00
Loss	40,283.00	56,433.58	96,716.58	11.33

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FOR FILING

310 - 1720
4213

OREGON STATE HIGHWAY DEPARTMENT
(date)
December 29, 1954

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
4213	3-Final	Porter W. Yett	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
26750	R-111794	$ 500.00	12/29/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION
Ruth Rawlings

Specified Completion Date: Sept. 30, 1954

Time Extensions: to Oct. 7, 1954 without penalty

Completion Date: Oct. 4. 1954

Date Accepted: Oct. 28, 1954

Penalties: None of record

Claims: None of record

Remarks:

Date: 12-29-54

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: DEC 30
Ruth Rawlings

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310 - 1724
4213

December 17, 1954

REGISTER MAIL

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Illinois

Gentlemen:

State highway contract No. 4213 for work performed on Main Street in the City of Drain in Douglas County was completed by the contractor, Porter [illegible]. Yett, on October 4, 1954 and was formally accepted by the Highway Commission on October 26, 1954.

Final payment in the amount of $500.00 will be released to the contractor on or after December 27, 1954. The total contract amount is $13,401.95 and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn

cc - Continental Casualty Co.
Tate, Westenfelder & Berg, Inc.
Wilcox Bldg.
Portland 4, Oregon

NOTED ON CARD

12-17-54

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310-172C
[illegible]
4213

November 9, 1954

Mr. Porter W. Yett
6500 N. E. Ainsworth St.
Portland 13, Oregon

Dear Sir:

The State Highway Commission at its meeting held on October 28, 1954 had under discussion your request for an extension of time, from September 30, 1954 to October 7, 1954, within which to complete your contract No. 4213, for paving on the Drain (Main Street) Section in Douglas County.

We are pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By
Floyd Query, Assistant Secretary

gl

cc: Tom Edwards,
Division Engineer

Robert Owen,
Resident Engineer

H. O. Smith,
Construction Engineer

RECEIVED
OCT 25 1954
FOR FILING

310 - 1720
4213

October 22, 1954

Continental Casualty Company
310 S. Michigan Avenue
Chicago 4, Ill.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Porter . Yett on contract No. 4213, for paving on the Drain (Main St.) City Street Section in Douglas County. This payment, in the amount of $7,769.39, will be released to the contractor on or after November 1, 1954. The retained percentage is $500.00.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Tate, Westenfelder & Berg, Inc.
Wilcox Bldg.
Portland 4, Oregon

NOTED ON CARD
10-22-54 gl

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OCT 25 1954
FOR FILING

310-1720
4215

October 22, 1954

Oregon State Highway Commission

Request for Extension of Time
No. 30
October 28-29 meeting

Gentlemen:

Herewith is a request from Porter W. Yett for an extension of time on the Drain (Main Street) Contract, No. 4213, from September 30, 1954 to October 7, 1954.

The contractor bid this project with the idea of paving this job at the same time that he paved two other projects immediately adjacent on the Pacific Highway. Wet weather delayed all paving and he was, therefore, several days starting this particular contract.

The overrun caused no inconvenience to the public nor added engineering cost, and I would, therefore, recommend that the extension be granted without penalty.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

Enclosure

cc Mr. H. G. Smith

Form E-1

310-1720

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 9, 1954

Section Drain (Main Street)

Highway City Street

Contractor Porter W. Yett

Date of contract June 24, 1954

Date work started August 24, 1954

Amount of contract $ 12,886.00

Kind of work Paving

Section prefix 310-1720

Contract number 4213

Date of completion September 30, 1954

Estimated date of completion October 4, 1954

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $ 13,402.05

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 828.12, 80.33 %

Date project was completed October 4, 1954

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

All work has been completed. The final estimate is being submitted this date. This will be the last weekly report submitted.

NOTED

NOTED
B. A. MARTIN

NO
FORREST COUPE

Signed Robert T. Ewen
Robert T. Ewen, Res. Engr.

Address Box 308 Yoncalla, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					0.14
Miles partially completed					All
Miles completed					All
Total estimated quantities					769.91 Ton
Estimated quantities moved or placed to date					All
Average daily quantities					0
Average daily quantities necessary to complete project on time					0
Number shifts per day					0
Hours per shift					0
Average force on project for week					0

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair	0	
Monday	"	"	
Tuesday	"	"	
Wednesday	Showers	"	
Thursday	Fair	"	
Friday	"	"	
Saturday	"	"	

STATE PRINTING

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FOR FILING

510-1720

4213

August 5, 1954

Mr. Porter W. Yett
6500 N. E. Ainsworth St.
Portland 13, Oregon

Dear Sir:

We enclose herewith for your files a fully executed copy of contract No. 4213, which was awarded to you June 24 by the State Highway Commission, for paving on the Drain (Main Street) Section in Douglas County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

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JUN 28 1954
FOR FILING

21-17-[illegible]

4[illegible]

June 25, 1954

Mr. Porter W. Yett
6500 N. E. Ainsworth Street
Portland, Oregon

Dear Sir:

The State Highway Commission on June 24, 1954 awarded to you State Highway Contract No. 4213 for Drain (Main Street) Paving Project in Douglas County. This award was based on your bid of $12,886 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mm

Enclosure-1

cc: H. G. Smith
S. H. Probert
R. G. Savage-SIAC

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JUN 16 1954
FOR FILING

[illegible]

[illegible]

Salem, Oregon
June 15, 1954

[illegible]

Mr. John W. Cattrall
City & County Relations Dept.
Office

Attached is a conformed copy of an agreement with the City of Drain covering the Special City Allotment project in Drain.

The original of the above agreement has been retained in this office for the Commission's files and a fully executed copy has been sent to the City Recorder, Drain, Oregon.

Very truly yours

Secretary

rn
Attach: 1

Green to file

RECEIVED
JUN 16 1954
FOR FILING

310-1720

[illegible]

Salem, Oregon
June 15, 1954

T-21

Mr. John W. Cattrall
City & County Relations Dept.
Office

Attached is a conformed copy of an agreement with the City of Drain covering the Special City Allotment project in Drain.

The original of the above agreement has been retained in this office for the Commission's files and a fully executed copy has been sent to the City Recorder, Drain, Oregon.

Very truly yours

Secretary

FH
Attach: 1

Query to file

RECEIVED
JUN 16 1954
FOR FILING

Fin. & Accts
Allocation
To Cities
Drain

June 15, 1954

Mr. V. R. Thomas, City Recorder
City Hall
Drain, Oregon

Dear Sir:

We are enclosing herewith for the records and files of your City a fully executed copy of an agreement between the State Highway Commission and the City of Drain covering the Special City Allotment project in Drain.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

FORM E-30 25M 9-51 52315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 7, 1954

SUBJECT:

To: Mr. W. C. Williams
OFFICE

REFERRED TO
Query
BY DEPUTY STATE HIGHWAY ENGINEER

Attached are three copies of an agreement covering the Special City Allotment project in Drain. Two copies of the agreement have been executed by the proper city officials and are now ready for presentation to the Highway Commission. Both copies require your signature of approval.

This project was approved by the Commission on December 10, 1953.

John W. Cattrall
Engineer, County and City Relations

By

John D. Graham
Office Engineer

JDG:MM
Att.

AUTHORIZED BY HIGHWAY COMMISSION
DATE 12-10-53 Minute Page 36
Floyd Query
Ass't. Secretary

RECEIVED
JUN 7 1954
OFFICE OF
STATE HIGHWAY ENGINEER

7/54
Approved
as to form.
McA.

RECEIVED
J[illegible] 7 1954
ENGINEER

ORDINANCE NO. 203

6-2-54

An ordinance providing for a form of agreement by and between the City of Drain, Oregon, and the State of Oregon acting by and through its State Hiway Commission for the improvement of Main Street from "B" Street to Moreland Avenue, a distance of approximately 0.15 mile and declaring an emergency.

WHEREAS, the City of Drain, Oregon, has heretofore made application to the State of Oregon acting by and through the State Highway Commission for assistance in repairing or reconstructing streets under the provision of ORS 366.800 and 366.805, and

WHEREAS, the State Highway Commisseion has accepted such application for the improvement of Main Street from "B" Street to Moreland Avenue a distance of approximately 0.15 mile and

WHEREAS, in the form of agreement prepared by the State Highway Commission and approved by the City Attorney, the Highway Commission has agreed to pay the costs of the project up to Fifteen Thousand and No/100 ($15,000) Dollars, the City to pay all costs in excess of $15,000.

The people of the City of Drain do ordain as follows:

Section 1. That certain form of agreement herein above referred to be entered into by the City of Drain, Oregon, and the State of Oregon, acting by and through the State Highway Commission, providing for the improvement of Main Street from "B" Street to Moreland Avenue a distance of approvimately 0.15 mile and is hereby approved and accepted as so submitted.

Section 2. That the Mayor and Recorder are hereby authorized and directed to execute said agreement in triplicate and to deliver said agreement to the State Highway Commission for execution by said Commission.

Section 3. WHEREAS it is necessary that said improvements be made in the spring or summer of 1954, while the weather permits, and whereas the State Highwasy Commission cannot award a contract for said improvements until the said agreement has been executed by the Mayor and Recorder, thereby involving the peace, health, and credit of the people of the City of Drain, Oregon, an emergency is hereby declared to exist and this ordinance shall be in full force and effect from and after its passage by the Council and approved by the Mayor.

Aye - 4

NAY - 0

Submitted to and approved by the Mayor on the 2 Nd day of June, 1954.

ATTEST: V.L. Thomas
Recorder

E G Whipple
Mayor

NOTED
J. W. CATTRALL

December 17, 1953

Mr. O. R. Thomas
City Recorder
Drain Oregon

NOTED
J. F. HAGEMANN

NOTED
Harold C. Ayers

Dear Sir:

The State Highway Commission at its December 10-11, 1953 meeting approved a project in the City of Drain, to be constructed from the 1954 Special City Allotment fund as provided in chapter 149, Oregon Laws 1949.

This project was approved on the basis that the City shall at its own expense, do required grading, placing of fill, curbs and drainage and paying all costs of the project in excess of $15,000. This project to consist of the placing of base rock and asphaltic concrete 40 feet in width on Main Street from "B" Street to Moreland Avenue, a distance of approximately 0.15 mile and is presently estimated to cost $15,000.

You will be contacted at a later date to work out details of the project and to negotiate an agreement.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

HCA:as

nc 38

Yes 12-10-53

Drain

Preliminary Estimate

[illegible]

[illegible]

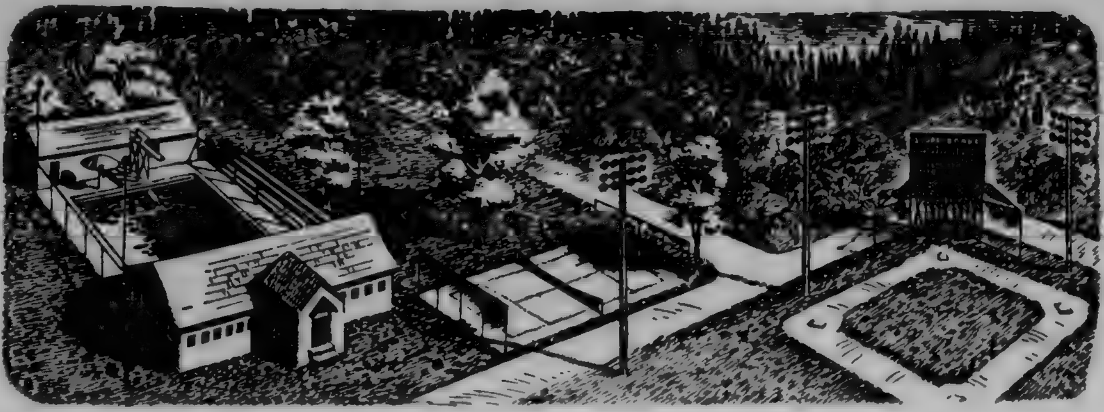
		$	
[illegible]	[illegible]	[illegible]	192.00
[illegible]	1700 cyds	3.00	5100.00
3/4"-oil base	250 cyds	4.25	1062.50
Sprinkling	40 Mgal	4.00	160.00
3/4"-oil binder course	36 cyds	5.00	180.00
RS 2 oil binder	8 tons	65.00	520.00
Class "B" asphaltic concrete	680 tons	9.00	6120.00
			$ 13,334.50
Prelimy Estimate of Const Cost			
12 1/2 % Engineering & Contingency			1666.81
Prelimy Eng.			300.00
			$ 15,301.31

$ 15,000

(city will grade, place curbs and drainage prior to State work)

E. W. HOLMES
COUNCILMAN
GEORGE CHAMBERS
COUNCILMAN
FRANK JACOBS
COUNCILMAN

C. C. RITTER
COUNCILMAN
VERNE THOMAS
RECORDER
WAYNE OLSSON
TREASURER



W. E. McINTOSH, MAYOR
CITY OF DRAIN, OREGON

November 2, 1953

Oregon State Highway Com.
Salem, Oregon

Dear Sirs:-

The City of Drain desires in cooperating with the Oregon State Highway Com. in the reconstruction of Main Street to the extent of completing the street in the City of Drain.

The City of Drain will place curbs, drainage and do the grading.

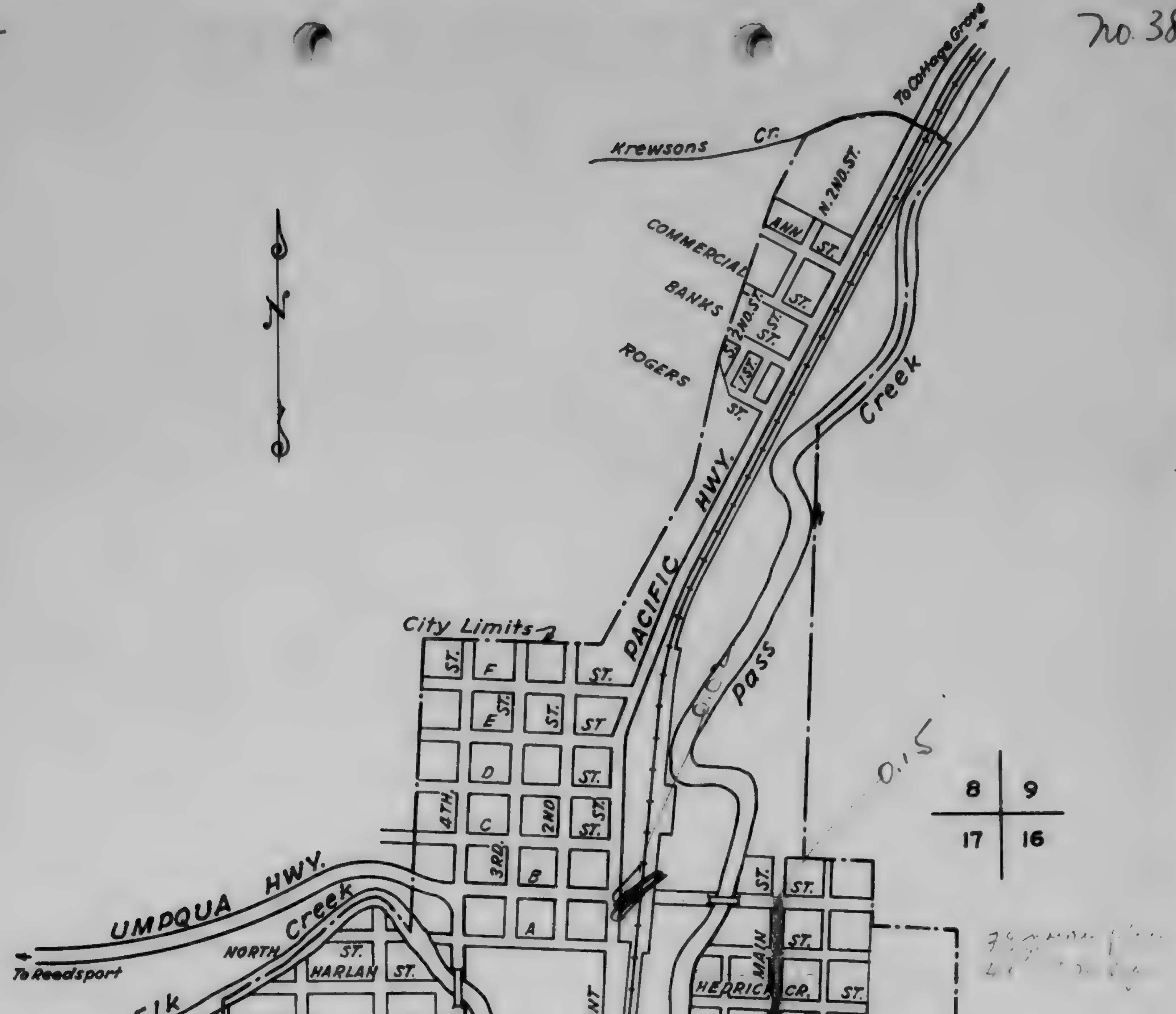
Besides this we will do anything to the extent of our ability for the completion of the street.

This action has been approved by the City Council and Mayor.

Sincerely,

J. R. Thomas
City Recorder

No. 38


To Cottage Grove
Krewsons Cr.
N. 2ND. ST.
ANN ST.
COMMERCIAL ST.
BANKS ST.
3RD. ST.
1ST.
ROGERS ST.
PACIFIC HWY.
Pass Creek
City Limits
F ST.
E ST.
D ST.
C ST.
B ST.
A
4TH.
3RD.
2ND
ST.
0.15
8
9
17
16
UMPQUA HWY.
To Reedsport
Elk Creek
NORTH ST.
HARLAN ST.
GARDNER ST.
DIVISION ST.
PAYTON ST.
APPLEGATE ST.
FIR ST.
HWY
FRONT
MAIN ST.
HEDRICK CR.
MORELAND AV.
Union High School
WHIPPLE AV.
ALTA VISTA AV.
DOUGLAS ST.
KENT ST.
O.W.Ry.
S.P.Co.R.R.
ELDER
LANE
DATE
PACIFIC
CEDAR ST.
BEECH
City Limits
To Yoncalla

DRAIN

Scale 1"=800'

Rev. 9-21-49

Drain 8-19-53

Called on Mayor Whipple this date, gave him estimate of cost of completing street section. He called in two members of street committee and they decided the city had the crews and ability to place curbs, drainage and do the grading, also had engineering firm of Cornell-Howell etc. to set grades etc. and [illegible] Also [illegible] get [illegible] This street was deeded [illegible]

[illegible]

[illegible]

N. Clyens

10-2-53

Met with City Recorder - Mayor - and members of Commission agreed to place curbs - drainage - and complete the grading. The State to place base rock, leveling course & 3" A.C. 40' width.

Drain 8-18-53

Preliminary Estimate

Main Street from "B" Street to Moreland Avenue 0.15

Grade, place curbs, drainage, base rock and 3" asphaltic concrete 40' in width.

6" of base rock over present all surface 12" over widened portion

Excavation	800 cu yds	$1.00	$800.00
Excavation trench	240 cu yds	4.00	960.00
12" Concrete pipe	600 lin ft.	2.25	1350.00
8" Concrete pipe	240 lin ft.	1.80	432.00
48" C.M. pipe	60 lin ft.	20.00	1200.00
Concrete curbs	44 cu yds	50.00	2200.00
Concrete Catch basin	6 each	75.00	450.00
3"-0 in base	1200 cu yds	3.00	3600.00
3/4"-0 in base	400 cu yds	4.25	1700.00
Sprinkling	40 [illegible]	4.00	160.00
3/4"-0 in binder course	40 cu yds	5.00	200.00
RS 2 in binder	6 tons	65.00	390.00
Class B A.C.	680 tons	10.00	6800.00
			$20,242.00
			2530.25
			675.00
			$23,447.25

23,500
15,000
$8,500

Out

Out

No 38

Drain

7-9-53

Made Investigation of main Street and short section of "B" Street then Contacted Mayor Whipple and recorder Thomas

They say the city would like to have a street section Constructed if Cost was not to much for them to handle and asked for an estimate based on street section and road section, and give them a chance to raise required funds.

I advised him that I would make the estimate and give him typical section of each to show the property owners.

The city has had a heavy increase in population and this street is the artery leading to ~~East~~ Drain, also leads to school and community recreation area, and therefore is receiving excessive wear and I believe can qualify.

H C Ayers

(Check on possible sanitary sewer system.
noticed they have been notified to correct sewer system)
Will be done says Cornell, Howland, Hayes & Oberfield

Drain

Preliminary Estimate

Main Street from "B" Street to Moreland Avenue (0.15)
"B" Street from Pacific Highway East to R.R. tracks (0.03)
a Combined distance of approximately 0.18 mile.

Place 6" of base rock and 3" of Asphaltic Concrete on Main Street. Place approximately 12" of base rock and 3" of asphaltic concrete on short section on "B" St

Excavation	300 cuyds	\$ 2^{00}	\$ 600.00
Finish roadbed and slopes	0.18 mile	1000^{00}	180.00
3"-0 in base (28')	1200 cuyds	3^{00}	3600.00
3/4"-0 in base & shoulders	315 cuyds	3^{50}	1102.50
Sprinkle	23 Mgal	4^{00}	92.00
Asphaltic Concrete (20')	425 tons	12^{00}	5100.00
Emulsified in seal	2 tons	60^{00}	120.00
Aggregate in seal	10 cuyds	6^{00}	60.00
	Preliminary Estimate of cost of road		\$ 10854.50
	12½% Eng & Contingencies		1356.81
	Preliminary Engineering		350.00
			\$ 12,561.31

Out

12'

[illegible]

715.00

21,007.00

3625.88

24,307.88

[illegible]

Check

RESOLUTION

WHEREAS, Section 2 of Chapter 149, Oregon Laws 1949, provides:

> "Beginning with the year 1949 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O.C.L.A.; section 15, chapter 413, Oregon Laws 1945, as amended by section 4, chapter 114, Oregon Laws 1947; and section 29, chapter 467, Oregon Laws 1947; and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act."

and

WHEREAS, Section 3 of said act provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of two hundred fifty thousand dollars ($250,000) shall be withdrawn from such appropriation each year and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said two hundred fifty thousand dollars ($250,000) shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities."

and

WHEREAS, the City of Drain is an incorporated city of the State of Oregon, and has a population of 1170, as given by the latest official census, and

WHEREAS, the following streets of said city,

Main street from B street to East Moreland Avenue

B street from First street to railroad tracks

Form cc-50
Special City Allotment

are not a part or parts of the state highway system, but are streets of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy industrial traffic," and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement, and such city is without necessary funds with which to do said work,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit,

Main street from B street to East Moreland avenue

B street from First street to railroad tracks

are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair by reason of a sudden increase in population in the area, or because of excessive and unusual industrial traffic, and the city is without the funds necessary to put said streets in proper condition for the traffic to which they are being subjected.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning,

repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues.

4. That the City of Drain does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate E.G. Whipple (Mayor) as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 2nd day of June, 1953.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

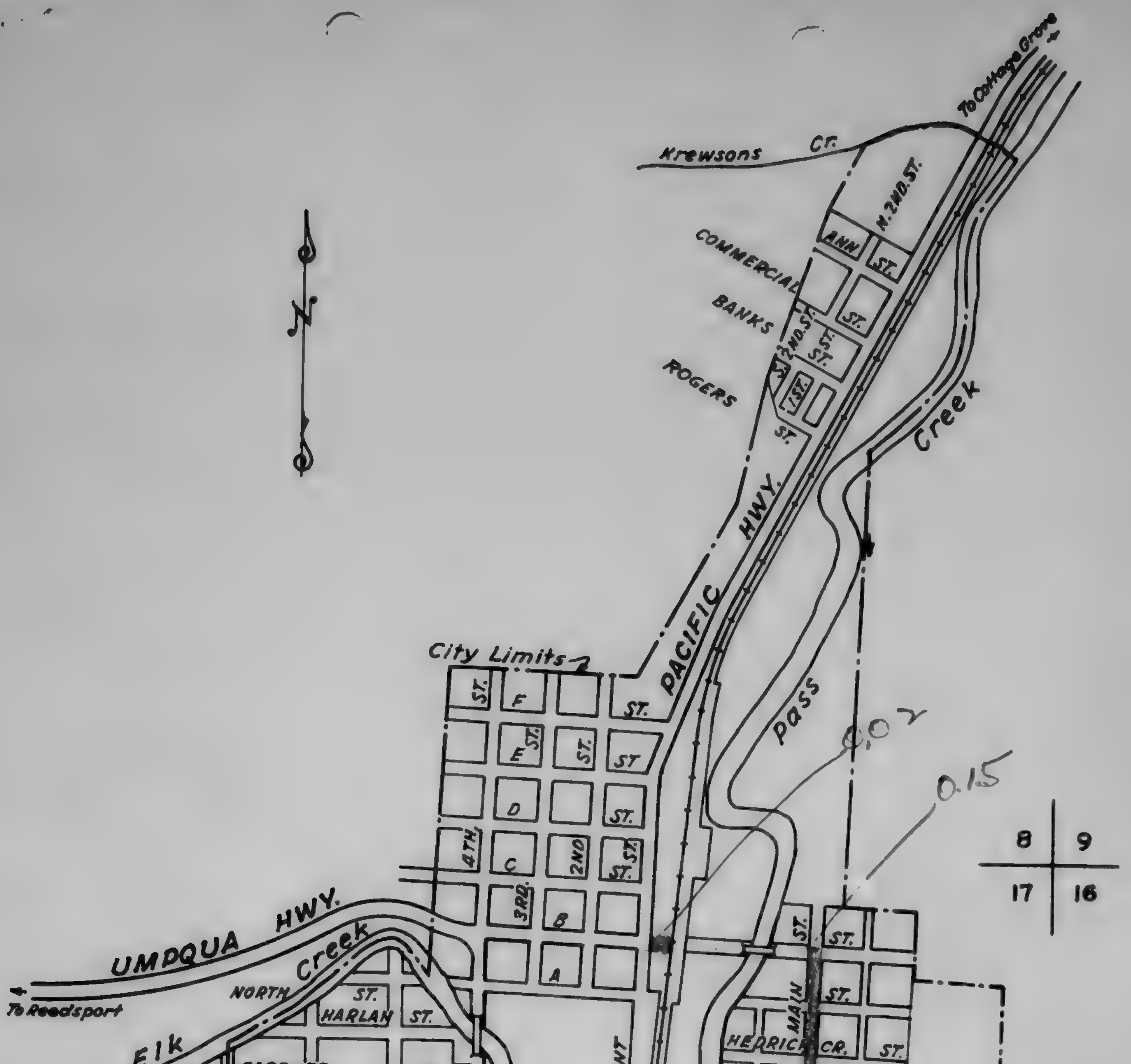
- -

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Drain at a regular or special meeting of said Council, held on the 2nd day of June, 1953, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 2nd day of June, 1953.

O. R Thomas.
City Recorder

Form cc-50


N
To Cottage Grove
Krewsons Cr.
N. 2ND. ST.
ANN ST.
COMMERCIAL ST.
BANKS ST.
2ND. ST.
1ST. ST.
ROGERS ST.
PACIFIC HWY.
Pass Creek
City Limits
F ST.
E ST.
D ST.
4TH. ST.
C ST.
2ND ST.
3RD. ST.
B ST.
A
0.07
0.15
8
9
17
16
UMPQUA HWY.
To Reedsport
Elk Creek
NORTH ST.
HARLAN ST.
GARDNER ST.
DIVISION ST.
HWY. ST.
PAYTON ST.
APPLEGATE ST.
FIR ST.
FRONT
MAIN ST.
HERRICK CR.
MORELAND AV.
Union High School
WHIPPLE AV.
ALTA VISTA AV.
MAIN ST.
DOUGLAS ST.
KENT ST.
O.W. Ry.
S.P. Co. R.R.
ELDER LANE
DATE
PACIFIC
CEDAR ST.
BEECH
City Limits
To Yoncalla

DRAIN
Scale 1"=800'

Rev. 9-21-49

13-8307 Suntex Rock prod. Proj. on the 1954
Central Oregon and Lakeview-
#4214 Burns Hwys.

13-8307 Mr. Baldock

April 27th, 1955 8

FINAL COST ANALYSIS

Suntex Rock Production
Contract #4214

N. A. Toole, Contractor
H. S. Cox, Resident Engineer

Central Oregon Highway
Prefix 13-8307

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
½"-0" Crushed Rock in Stockpile	4,956.2	Cu. Yd.	$2.00	$2.031	$10,069.44	$ 9,912.40
½"-¼" Crushed Rock in Stockpile	2,675.4	" "	2.00	2.031	5,437.14	5,350.80
¼"-#10 Crushed Rock in Stockpile	2,345.4	" "	1.95	2.031	4,766.91	4,573.53
Hauling Crushed Rock Pile Measure	28,734.4	Yd. Mi.	0.12	0.103	2,952.63	3,448.13
					$23,226.12	$23,284.86

Gross Revenue	$23,284.86
Total Cost	23,226.12
Net Profit	$ 58.74

Net Profit Equals .25% of Gross Revenue

NOTED
State Highway Engineer

Detail of Cost

Labor:		
Labor & Supervision	$7,829.90	
Labor Insurance	508.94	
		$ 8,338.84
Equipment Rentals & Misc. Supplies:		
Equipment Rentals (Owned)	$5,181.65	
Hired Equipment	3,456.75	
Gas, Oil & Grease	2,695.05	
P.L. & P.D. Insurance	82.75	
P.U.C. Fees	90.20	
Freight & Cartage	935.72	
Powder, Wire & Caps	1,600.11	
Small Tools & Misc. Supplies	215.00	
Bond	174.65	
Home Office & General Overhead	455.40	
		14,887.28
Total Cost		$23,226.12

Remarks:

This was a "State Project" calling for crushing and stockpiling of 10,000 cu. yds. of crushed materials in stockpiles. The contract was bid and awarded June 24th, 1954.

On October 16th, 1954, the contractor started moving in a 3-crusher plant into the quarry located on the northerly side and adjacent to the Central Oregon Highway at M.P. 138.4. Crushing started November 18th, 1954, and the project was completed December 31st, 1954. It took the contractor longer to set up the crushing plant than he anticipated due to repairs and cold weather. The plant was fed by a 3/4 cu. yd. shovel and 6 cu. yd. dumptors (both rented). The total elapsed time was 358 hours, and the actual crushing time 295 hours for an average production of 33.8 cu. yds. of crushed materials per hour.

The contractor had fair bid prices, but due to slow setup and loss of time due to cold weather and repairs, realized only a very small profit from this project.

Oscar Cutler
Chief Cost Analyst

By . . K. L. [illegible]

13-8[illegible]

OREGON STATE HIGHWAY DEPARTMENT
(date)
March 7, 1955

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
[illegible] 4214	3-Final	N. A. Toole Construction Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
4293	R-117335	$ 1,083.60	3/4/55

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: **Sept. 30, 1954**

Time Extensions: **to Dec. 31, 1954 without penalty**

Completion Date: **Dec. 31, 1954**

Date Accepted: **April 13, 1955**

Penalties: **None of record**

Claims: **None of record**

Remarks:

Date: **4-19-55**

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: APR 20 1955

Ruth Rawlings

NOTED ON CARD

9

RECEIVED
FEB 22 1955
FOR FILING

13-83[illegible]

[illegible]

REGISTER MAIL

February 23, 1955

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon
Attn: Mr. G. H. Burnett

Gentlemen:

State highway contract No. 4214 for work performed on the Suntex Rock Production Project on the Central Oregon and Lakeview-Burns Highways in Harney County was completed by the contractor, W. A. Toole Construction Co., onDecember 31, 1954, but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $1,083.60 will be released to the contractor after acceptance by the Commission. The total contract amount is $23,284.86, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn

NOTED ON CARD

2-23-55
rn

RECEIVED
JAN 1 0 1955
FOR FILING

13-8307
4214

January 10, 1955

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Dear Sir:

It is the intention of the State Highway Commission to release to N. A. Toole Construction Co. a portion of the funds heretofore retained by the Commission on contract No. 4214, covering the Suntex Rock Production Project on the Central Oregon and Lakeview-Burns Highways in Harney County.

This payment in the amount of $12,632.28 reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $686.64. The present payment will be released on or after January 20, 1955.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any..

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

[illegible] ON CARD

Form E-1—10M

13-8307

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Jan. 8, 1955, 19

Section Suntex Rock Production

Kind of work Rock Production

Highway Central Oregon & Lakeview Burns

Section prefix 13-8307

Contractor N.A.Toole Construction Co.

Contract number 4214

Date of contract June 26, 1954, 19

Date of completion Sept. 30, 1954, 19

Date work started Oct. 16, 1954, 19

Estimated date of completion Dec. 31, 1954, 19

Amount of contract $25,576.38

Per cent of time elapsed 200.9 %

Estimated cost of completed project, exclusive of engineering $25,576.38

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $1250.00, 63.8 %

Date project was completed Dec. 31, 1954, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor has finished rock production and has all piles shaped. All remeasure has been done and semi-final is in the process of being made up. It is anticipated that semi-final will be submitted in the next few days. As all actual work is complete, reports will be discontinued. Please note that Contractors equipment is still on the quarry site, and the final notification has not been submitted.

NOTED
H. G. SMITH

NOTED
FORREST COOPER

NOTED
B. A. MARTIN

RECEIVED

Signed H. S. Cox

Address Box 151 Bend

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities			10,000		
Estimated quantities moved or placed to date			10,000		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

State Printing

RECEIVED
DEC 17 1954
FOR FILING

13-8307
[illegible]

December 15, 1954

[illegible]. [illegible]. Tocle Construction Co.
P. O. Box 637
Ontario, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on December 7, had under discussion your request for an extension of time from September 30, 1954 to December 31, 1954 within which to complete your contract No. 4214, covering the Suntex Rock Production Project on the Central Oregon and Lakeview-Burns Highways in Harney County.

We are pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily accept any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: [illegible] Wheeler
Division Engineer

[illegible] Cox,
Resident Engineer

[illegible]. G. Smith,
Construction Engineer

RECEIVED
NOV 4 1954
FOR FILING

13-2[illegible]
4214

November 3, 1954

Oregon State Highway Commission

Request for extension of time
No. 3
December 7 and 8 Meeting

Gentlemen:

Herewith is a request from N. A. Teale Construction Company for an extension of time on the Buntex Rock Production Project, Contract No. 4214, from September 30, 1954 to December 31, 1954.

This contractor had several other rock production projects for the State, and was requested to expedite them in preference to this contract due to the fact material under this contract will not be needed until 1955.

There will be no inconvenience or added cost to the State, and I recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

HGS: fp

RECEIVED
AUG 30 1954
FOR FILING

13-8307

4211

August 27, 1954

N. A. Toole Construction Co.
P. O. Box 637
Ontario, Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 4214, which was awarded to you on June 24 by the State Highway Commission, covering the Suntex Rock Production Project on the Central Oregon and Lakeview-Burns Highways in Harney County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls.

RECEIVED
JUN 5 1954
FOR FILING

files

June 25, 1954

N. A. Toole Construction Co.
P. O. Box 637
Ontario, Oregon

Gentlemen:

The State Highway Commission on June 24, 1954 awarded to you State Highway Contract No. 4214 for Suntex Rock Production Project on the Central Oregon and Lakeview-Burns Highways west of Burns in Harney County. This award was based on your bid of $23,475 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mm

Enclosure-1

cc: H. G. Smith
S. H. Probert
R. G. Savage-SIAC

BFI-324(7) Main St., 16th St., & Taylor 1954
St. Overcrossings.
#4215

-11 324(7)

OREGON STATE HIGHWAY DEPARTMENT
(date)
July 8, 1955

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
4215	7-Final	Tom Lillebo	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
V 13449	B-126562	$ 7,362.98	7/8/55

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: **March 31, 1955**

Time Extensions: **to June 30, 1955 without penalty**

Completion Date: **June 6, 1955**

Date Accepted: **June 30, 1955**

Penalties: **None of record**

Claims: **None of record**

Remarks:

Date: **7-11-55**

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed:
Ruth Rawlings

NOTED ON CARD

b

RECEIVED
JUN 24 1955
FOR FILING

5 F[illegible] 34 (7)
9-15

June 24, 1955

CERTIFIED MAIL

Glens Falls Indemnity Co.
Pacific Coast Department
Mills Tower
San Francisco 4, Calif.

Gentlemen:

State Highway Contract No. 4215 for constructing the Main Street, 16th Street and Taylor Street Overcrossings in Cottage Grove on the Pacific Highway in Lane County was completed by the contractor, Tom Lillebo, on June 6, 1955 but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $7,862.98 will be released to the contractor after acceptance by the Commission. The total contract amount is $98,439.65, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
JUN 7 1955
FOR FILING

BFI 331 (1)

[illegible]

FORM E-123 [illegible] REVISED [illegible]

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

June 6, 1955

Mr. Tom Lillebo
Reedsport
Oregon

Dear Sir:

The State Highway Commission at its meeting held on May 25 had under discussion your request for an extension of time from March 31 to June 30, 1955, within which to complete your contract No. 6215, for constructing Main Street, 16th Street and Taylor Street Overcrossings at Cottage Grove on the Pacific Highway in Lane County.

We are pleased to inform you that the State Highway Commission granted your request without penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Tom Edwards,
Division Engineer

Wallace [illegible]. [illegible],
Resident Engineer

P. M. Stephenson,
Bridge Engineer

RECEIVED
MAY 4 1955
FOR FILING

May 3, 1955

Request for extension of time
No. 3
May 25 and 26 meeting.

Oregon State Highway Commission

Gentlemen:

Re: Main Street, 10th Street and
Taylor Street Overcrossings
Contract No. 4215

Tom Lillebo, contractor on the Main Street, 10th Street and Taylor Street Overcrossings of the Pacific Highway in Cottage Grove in Lane County, has requested an extension of time from March 31, 1955, to June 30, 1955, in which to complete the contract.

All the work has been completed on all three structures for sometime with the exception of backfilling the footing excavation. The water conditions and the wet backfill material prevent this work from being done until the sites have dried out.

As there is no inconvenience to the traveling public nor to the adjacent grading contractor nor will there be any additional engineering expense incurred by this delay, it is recommended that this extension be granted without penalty. Attached is the concurrence of the Bureau of Public Roads in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

PMS/ds
Attached

RECEIVED
AUG 6 - 1954
FOR FILING

BFI-324(7)

4215

August 5, 1954

Mr. Tom Lillebo
Reedsport
Oregon

Dear Sir:

We enclose herewith two fully executed copies of contracts awarded to you by the State Highway Commission, as follows:

Contract No. 4209, covering the Hayesville Interchange Structures on the Portland-Salem Expressway in Marion County, awarded June 23, 1954.

Contract No. 4215, covering Main Street, 16th Street and Taylor Street Overcrossings on the Pacific Highway in Lane County, awarded June 24, 1954.

Copies of these contracts are also being sent to the surety on your performance bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls.

RECEIVED
JUN 25 1954
FOR FILING

[illegible] (7)
4215

June 25, 1954

Mr. Tom Lillebo
Reedsport
Oregon

Dear Sir:

The State Highway Commission on June 24, 1954 awarded to you State Highway Contract No. 4215 for construction of Main Street, 16th Street and Taylor Street Overcrossings just east of Cottage Grove on the Pacific Highway in Lane County. This award was based on your bid of $103,512 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mm

Enclosure-1

cc: H. G. Smith
S. H. Probert
R. G. Savage-SIAC
G. S. Paxson

20-1098 Channel Change Bridges E. of 1954
Creswell.

#4216

RECEIVED
FEB 8 1955
FOR FILING

20-1[illegible]
4216

OREGON STATE HIGHWAY DEPARTMENT
(date)
February 4, 1955

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
4216	5-Final	Hamilton & Thoms	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
1664	R-114506	$ 1,108.63	2/3/55

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION
Ruth Rawlings

Specified Completion Date: Nov. 30, 1954

Time Extensions: None

Completion Date: Nov. 30, 1954

Date Accepted: Dec. 7, 1954

Penalties: None of record

Claims: None of record

Remarks:

Date: 2-4-55

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:
Ruth Rawlings

RECEIVED
JAN 2 4 1955
FOR FILING

[illegible]
4216

January 24, 1955

REGISTERED MAIL

Seaboard Surety Company
Hansen & Rowland, Inc.,
1300 Puget Sound Bank Bldg.,
Tacoma, Washington

Gentlemen:

State Highway contract No. 4216 for work performed on the Channel Change Bridges on the Farm Approach Road and Springfield-Creswell Secondary Highway in Lane County was completed by the contractor, Hamilton & Thoms, on November 30, 1954, and was formally accepted by the Highway Commission on December 7, 1954.

Final payment in the amount of $1,108.63 will be released to the contractor on or after February 3, 1955. The total contract amount is $19,624.15, of which amount $1,383.22 represents force account items.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

dc

cc: Seaboard Surety Company
75 Maiden Lane
New York 38, N. Y.

[illegible]
DC

RECEIVED
DEC 24 1954
FOR FILING

20-1098

4216

December 23, 1954

Hansen & Rowland, Inc.
1300 Puget Sound Bank Bldg.
Tacoma, Washington

Gentlemen:

It is the intention of the State Highway Commission to release to Hamilton & Thoms a portion of the funds heretofore retained by the Commission on contract No. 4216, for construction of Channel Change Bridges on the Farm Approach Road and Springfield-Creswell Highway in Lane County.

This payment in the amount of $7,063.67 reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $572.65. The present payment will be released on or after January 3, 1955.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Seaboard Surety Co.
75 Maiden Lane
New York 38, N. Y.

NOTED ON CARD

gl

RECEIVED
FOR FILING

2D-[illegible]

4216

July 28, 1954

Hamilton & Thoms
Box 726
Eugene, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4216, which was awarded to you June 24, 1954 by the State Highway Commission, covering Channel Change Bridges on the Farm Approach Road and Springfield-Creswell Highway in Lane County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
JUN 25 1954
FOR FILING

20-1115

4216

June 25, 1954

Hamilton & Thoms
P. O. Box 726
Eugene, Oregon

Gentlemen:

The State Highway Commission on June 24, 1954 awarded to you State Highway Contract No. 4216 for construction of Channel Change Bridges East of Creswell on the Pacific Highway in Lane County. This award was based on your bid of $17,605 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mm

Enclosure-1

cc: H. G. Smith
S. H. Probert
R. G. Savage-SIAC
G. S. Paxson

RECEIVED
FOR FILING
FORM E-30 25M 9-51 52310

30-1095

4216

Creswell interchange

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 23, 1954

To: Mr. G. S. Paxson
Bridge Engineer
OFFICE

SUBJECT:

In order to properly handle the drainage water in the vicinity of the Creswell interchange, it has been decided to construct a channel change on the easterly side from approximately Station 280 to Station 305 and to increase the size of the bridge under the county road opposite Station 297. In order to accomplish this, it will also be necessary to construct a bridge for private use near Station 282.

I am handing you a copy of a vicinity map of the area for your information. I am also attaching a copy of Edwards's letter on the same subject.

Forrest Cooper
Forrest Cooper
Ass't. Construction Engineer

FC:js
Encls.
cc W. C. Williams
Tom Edwards

FORM K 30 20M [illegible]

OREGON STATE HIGHWAY DEPARTMENT
[illegible]
[illegible]

H. G. Smith
Construction Engineer

To:

SUBJECT:

Dear Sir

[illegible] and your right of way descriptions [illegible] connection [illegible] at the Creswell Interchange.

In design of the project, channel changes were constructed to pick up the water both north and south of Creswell and carry it across the freeway and, in general, return it to the existing water ways outside the limits of the project.

Further study and investigation reveals that there has been a considerable flowage of water over the Springfield-Creswell Secondary between the presently planned interchange and the present Pacific Highway which will be shut off and diverted by the channel change crossing at Station 905+65. The water way area to be drained is approximately 15 square miles with a maximum estimated run off of 2300 second feet. It is assumed that the 2300 second feet is a 25 to 30 year maximum and the average run off will be 1500 second feet. However, we find the existing structure on the Springfield-Creswell Secondary Highway immediately east of the proposed interchange and the channel leading away from said bridge to be inadequate to carry even 1500 second feet.

We propose, therefore, that the additional pieces of right of way as described be secured and the additional structure be built to properly divert and control all of the water. We believe the plan proposed herewith will prevent any ponding or flooding of the Creswell area and still will provide service to the mill ponds, irrigation structures, etc. as required.

Very truly yours

Tom Edwards
Division Engineer

TE:ri
Enc.

18-1063 Divisions # 3 & 4 Guard Rail Proj.1954
on the Willamette., Dalles-Calif.,
#4217 Warm Springs & W. Diamond Lake Hwys.

RECEIVED
1954
FOR FILING

18-1163

OREGON STATE HIGHWAY DEPARTMENT

(date)
December 8, 1954

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
4217	3-Final	R & W Construction Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
25182	R-110327	$ 9,122.25	12/7/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION
Ruth Rawlings

Specified Completion Date: Sept. 30, 1954

Time Extensions: None

Completion Date: Sept. 15, 1954

Date Accepted: Sept. 23, 1954

Penalties: None of record

Claims: None of record

Remarks:

Date: 12-10-54

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

NOTED ON CARD
12-14-54

Warrant Mailed: DEC 31
Ruth Rawlings

RECEIVED
DEC 2 - 1954
FOR FILING

[illegible]
[illegible]

December 2, 1954

REGISTER MAIL

Pacific Indemnity Company
240 Henry Bldg.
Seattle, Washington

Gentlemen:

State Highway contract No. 4217 for work performed on Divisions Nos. 3 & 4 Guard Rail Project on four state highways in Klamath, Lane, Jefferson and Jackson Counties was completed by the contractor, [illegible] Construction Co., on September 15, 1954 and was formally accepted by the Highway Commission on September 23, 1954.

Revised final payment in the amount of $9,122.25 will be released to the contractor on or after December 13, 1954. The revised total contract amount is $36,[illegible].22, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn

cc - Pacific Indemnity Company
[illegible] L. Yandle
1515 Yeon Bldg.
Portland 4, Oregon

NOTED ON CARD
12-2-54

RECEIVED
OCT 1 - 1954
~~FOR FILING~~
18.-106

September 30, 1954

Pacific Indemnity Co.
24[illegible] Henry Bldg.
Seattle, Washington

Gentlemen:

State highway contract No. 4217 for work performed on Guard Rail Project Divisions Nos. 3 & 4 on four state highways in Klamath, Lane, Jefferson and Jackson Counties was completed by the contractor, R. & W. Construction Co., on September 15, 1954 and was formally accepted by the Highway Commission on September 23, 1954.

Final payment in the amount of $6,976.41 will be released to the contractor on or after October 9, 1954. The total contract amount is $[illegible],940.3[illegible], and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn

cc - Pacific Indemnity Company
[illegible] Yandle
1515 Yeon Bldg.
Portland 4, Oregon

NOTED ON CARD
9-30-54

Form E-1—10M

12-1063

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending September 18, 1954

Section Divisions Nos. 3 & 4 Guard Rail Project

Highway Willamette, The Dalles-Calif., Warm Springs and West Diamond Lake

Kind of work Furnishing & Placing Guard Rail

Section prefix 13-1063

Contractor R & W Construction Co.

Contract number 4217

Date of contract June 24, 1954

Date of completion September 30, 1954

Date work started July 6, 1954

Estimated date of completion September 15, 1954

Amount of contract $40,888.69

Per cent of time elapsed 88 %

Estimated cost of completed project, exclusive of engineering $35,940.38

Per cent of contract completed, based on total contract price 99 %

Engineering cost to date $2,471.49, 85 %

Date project was completed September 15, 1954

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The contractor finished painting the last of the guard rail on Wednesday of this week.

NOT[illegible]

NOTED
[illegible] SMITH

NOTED
FORREST COOPER

Signed A. [illegible] M. Bates

Address Prineville, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	~~GRADING~~ Guard Rail	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	2.56				
Miles partially completed	2.56				
Miles completed	2.56				
Total estimated quantities	15,525 feet				
Estimated quantities moved or placed to date	15,525 feet				
Average daily quantities					
Average daily quantities necessary to complete project on time	completed				
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	5				

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors 1, Bulldozers ...., Sheep-foot rollers ...., Drilling Rig 1, ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	"		
Tuesday	"		
Wednesday	Showers		
Thursday	"		
Friday	"		
Saturday			

State Printing

RECEIVED
AUG 6 - 1954
FOR FILING

18-1063

4217

August 5, 1954

R. & W. Construction Co.
210 Auburn Avenue Bldg.
Auburn, Washington

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4217, which was awarded to you June 24 by the State Highway Commission, covering Divisions Nos. 3 and 4 Guard Rail Project on four State Highways in Klamath, Lane, Jefferson and Jackson Counties.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
JUN 25 1954
FOR FILING

4-11

June 25, 1954

R & [illegible] Construction Company
Suite 2[illegible]0, Auburn Building
Auburn, Washington

Gentlemen:

The State Highway Commission on June [illegible]4, 1954 awarded to you State Highway Contract No. 4217 for Divisions Nos. 3 and 4 Guard Rail Project on the Willamette, The Dalles-California, Warm Springs, and West Diamond Lake Highways in Lane, Klamath, Jefferson, and Jackson Counties. This award was based on your bid of $36,345.50 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr

cc S. H. [illegible]robert
H. G. Smith
R. G. Savage, SIAC

Enclosure

BFI-324(7) Broadacres Road and Crosby 1954
Road Undercrossings.
#4218

RECEIVED
AUG 23 1955
FOR FILING

August 22, 1955

Lockyear & White, Inc.
P. O. Box 687
Longview, Washington

Gentlemen:

The State Highway Commission at its meeting held on August 11 had under discussion your request for an extension of time from April 30 to July 30, 1955 within which to complete your contract No. 4218, for constructing Broadacres Road and Crosby Road Undercrossings on the Portland-Salem Expressway in Marion County.

We are pleased to inform you that the Highway Commission granted your request to June 25, 1955, the actual completion date of the contract without penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: J. D. Walker,
Division Engineer

L. L. Jensen,
Resident Engineer

P. M. Stephenson,
Bridge Engineer

RECEIVED
AUG 4 - 1955
FOR FILING

PPI-324(7)

1/312

1.

August 3, 1955

Oregon State Highway Commission

Request for extension of time
No. 10
August 11 and 12 meeting.

Gentlemen:

Re: Broadacres Road and
Crosby Road Undercrossings
Contract No. [illegible]

Lockyear & White, Inc., contractors on the Broadacres Road and Crosby Road Undercrossings on the Portland-Salem Expressway, have requested an extension of time from April 30, 1955, to July 30, 1955, in which to complete their contract.

The contractors were delayed in starting work on these structures until the roadway approach fills were completed by the grading contractor. All the work was completed on June 23, 1955.

As the traveling public has not been inconvenienced by this delay nor additional engineering expense incurred, it is recommended that this extension be granted without penalty. Attached is the concurrence of the Bureau of Public Roads in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

PMS/dp
Attached

RECEIVED
AUG 19 1955
FOR FILING

4218

OREGON STATE HIGHWAY DEPARTMENT
(date)
July 27, 1955

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
4218	9-Final	Lockyear & White, Inc.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
14916	R-128038	$ 11,816.65	7/27/55

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: April 30, 1955

Time Extensions: to June 25, 1955 without penalty

Completion Date: June 25, 1955

Date Accepted: Aug. 11, 1955

Penalties: None of record

Claims: None of record

Remarks:

Date: 8-16-55

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed:

Ruth Rawlings

RECEIVED
JUL 19 1955
FOR FILING

BFI 324(7)
4218

July 18, 1955

CERTIFIED MAIL

United Pacific Insurance Co.
Fidelity & Surety Department
Medical Arts Bldg.
Tacoma 1, Washington

Gentlemen:

State Highway Contract No. 4218 for constructing the Broadacres Road and Crosby Road Undercrossings on the Portland-Salem Expressway in Marion County was completed by the contractor, Lockyear & White, Inc., on June 25, 1955 but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $11,816.65 will be released to the contractor after acceptance by the Commission. The total contract amount is $100,697.99 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
AUG 30 1954
FOR FILING

[illegible]
4218

August 27, 1954

Lockyear & White, Inc.
P. O. Box 687
Longview, Washington

Gentlemen:

We enclose herewith a fully executed copy of contract No. 4218, which was awarded to you on June 24 by the State Highway Commission, for constructing Broadacres Road and Crosby Road Undercrossings on the Portland-Salem Expressway in Marion County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
JUN 25 1954
FOR FILE

June 25, 1954

Lockyear and White, Inc.
Box 687
Longview, Washington

Gentlemen:

The State Highway Commission on June 24, 1954 awarded to you State Highway Contract No. 4[illegible]8 for construction of the Broadacres Road and Crosby Road Undercrossings over the Portland-Salem Expressway west of Hubbard and Woodburn in Marion County. This award was based on your bid of $[illegible]4,[illegible]55.56 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation or the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr

cc S. H. Probert
H. G. Smith
R. G. Savage, SIAC
G. S. Paxson

Enclosure

Filed

RECEIVED
FOR FILING
OREGON DISTRICT

BFI-324(7)

4218

BFI-324(7)

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

June 8, 1954

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project BFI-324(7), Willamette River-Gervais Section (Structures) of the Portland-Salem Expressway.

This is to authorize your advertising for bids.

Very truly yours,

C. G. Folk
C. G. FOLK
District Engineer

RECEIVED

FI-324(11) Salem By-Pass Fencing Proj. 1954
on the Pacific Hwy. East.

#4219

FI-324(1)

10

OREGON STATE HIGHWAY DEPARTMENT
(date)
May 5, 1955

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
4219	6-Final	Lind and Marr Construction Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
8702	R-121808	$ 756.07	5/5/55

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: Sept. 30, 1954

Time Extensions: Dec. 31, 1954 without penalty

Completion Date: Dec. 16, 1954

Date Accepted: Jan. 18, 1955

Penalties: None of record

Claims: None of record

Remarks:

Date: 5-6-55

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: MAY 6

Ruth Rawlings

RECEIVED
MAR 17 1955
FOR FILING

13 324 [illegible]
[illegible]

March 17, 1955

REGISTERED MAIL

Glens Falls Indemnity Co.
Pacific Coast Department
Mills Tower
San Francisco 4, California

Gentlemen:

State Highway Contract No. 4219 covering the Salem By-Pass Fencing Project on the Pacific Highway East in Marion County was completed by the contractor, Lind & Marr Construction Co., on December 16, 1954 and was formally accepted by the Highway Commission on January 18, 1955.

Final payment in the amount of $756.07 will be released to the contractor on or after March 28, 1955. The total contract amount is $25,202.39 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Amerata & Schram
440 Mead Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
MAR 2 1955
FOR FILING

F. 324 (1)
4219

March 1, 1955

REGISTERED MAIL

Glens Falls Indemnity Co.
Pacific Coast Department
Mills Tower
San Francisco 4, California

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Lind & Marr Construction Co. on contract No. 4219, covering the Salem By-Pass Fencing Project on the Pacific Highway East in Marion County.

This payment, in the amount of $4,379.80, will be released to the contractor on or after March 11, 1955. The retained percentage is $756.07.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Amerata & Schram
440 Mead Bldg.
Portland 4, Oregon

NOTED ON CARD

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FEB 3 1955
FOR FILING
PI-324 (?)
4 11

FORM E-120 50M REVISED 5-

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

February 2, 1955

Lind & Marr Construction Co.
210 Belvidere Place
Beaverton, Oregon

Gentlemen:

The State Highway Commission at its meeting held on January 18 had under discussion your request for an extension of time from November 30 to December 31, 1954 within which to complete your contract No. 4219, for fencing on the Salem By-Pass Section of the Pacific Highway East in Marion County.

We are pleased to inform you that the State Highway Commission granted your request without penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: J. [illegible]. Walker
Division Engineer

Kenneth [illegible]. Bartel,
Resident Engineer

[illegible] J. Smith,
Construction Engineer

RECEIVED
JAN 10 1955
FOR FILING

4219

January 7, 1955

Request for extension of time
No. 22
January 18 and 19 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Lind & Marr Construction Company for an extension of time on the fencing project on the Salem By-Pass, Contract No. 4219, from November 30, 1954 to December 31, 1954.

Because of the large number of fencing contracts awarded this past year, the contractors have had difficulty in securing the delivery of necessary fencing materials.

The overrun in time caused no inconvenience to the public nor added expense to the State, and I recommend that the extension be granted without penalty. Mr. C. C. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

[redacted]

cc Mr. H. G. Smith

EAP lg

RECEIVED
JAN 10 1955
FOR FILING

FI-324 (11)
4219

January 6, 195~~4~~5

Mr. G. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on December 16, 1954 on Contract No. 4219, Salem By-Pass (Fencing) Section in Marion County, in connection with Federal Aid Project No. FI-324(11).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DDP:sh

cc: John Cattrall

RECEIVED
JAN 5 - 1955
FOR FILING

FI-324 ()
4-11

January 4, 1955

Mr. G. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the Salem By-Pass fencing contract, No. 4219, Oregon FI-324(11), from September 30, 1954 to December 31, 1954, to Lind & Marr Construction Company, contractors.

Because of the large number of fencing contracts awarded this past year, the contractors have had difficulty in securing the delivery of necessary fencing materials.

The overrun in time caused no inconvenience to the public nor added expense to the State. I recommend the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

EAP:jv

cc: H. G. Smith

Form E-1—10M

FI-2241

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Dec - 18, 1954

Section Salem By-Pass Fencing Project
Kind of work Fencing
Highway Pacific East
Section prefix [illegible]
Contractor Lind & Nieber Const Co
Contract number 4219
Date of contract June 24, 1954
Date of completion Sept - 30, 1954
Date work started Sept. 15, 1954
Estimated date of completion Dec, 1954
Project authorization $28816.83
Exclusive of Engineering $[illegible]
Per cent of time elapsed 173.4 %
Estimated cost of completed project, exclusive of engineering $[illegible]63
Per cent of contract completed, based on total contract price 100 %
Engineering authorization $[illegible]
Engineering cost to date $4374.67, 213.6 %
Date project was completed 12 - 16, 1954

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

All fencing completed on Thursday and now ready for OK.

This week [illegible]
Sta. [illegible] to [illegible] [illegible] 41 Rods Type 1 Fence
" [illegible] to [illegible] Rt. 51 " " "
92 " " "

Turner Rd [illegible] 85 [illegible] 116 Rds Type 2 Fence

D. A. MARTIN

NOTED
OSCAR CUTLER

NOTED
FORREST COOPER

RECEIVED
DEC 2? 1954
OFFICE OF
CONSTRUCTION ENGINEER

Signed [illegible]

Address Salem Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 77000

RECEIVED

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
in project	Tons		Tons		
partially completed	1500		[illegible]		
completed					
l estimated quantities	2500		2300		
mated quantities moved or placed to date	2003		2144		
erage daily quantities	46 (tons)		31 (tons)		
erage daily quantities necessary to complete project on time					
mber shifts per day		1			
urs per shift		6			
verage force on project for week		4			

centages of men employed on contract to be secured from: .... County, ...%; .... County, ...%.

.... County, ...%; .... County, ...%;

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
en and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Hand Tools — Supply Truck.

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Rain		
Monday	Rain		
Tuesday	Cloudy		
Wednesday	Fair		
Thursday	"		
Friday	"		
Saturday	"		

RECEIVED
DEC 17 1954
FOR FILING

F-I — 32-1 (11)

December 1[illegible], 1954

[illegible] Construction Co.
210 Belvidere Place
Beaverton, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on December 7, has under discussion your request for an extension of time from September 30, 1954 to November 30, 1954 within which to complete your contract No. 4819, covering the Salem By-Pass Fencing Project on the Pacific Highway East in Marion County.

We are pleased to inform you that the Highway Commission granted your request without penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily accept any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: J. [illegible] Walker,
Division Engineer

Kenneth [illegible] Bartel,
Resident Engineer

[illegible] G. Smith,
Construction Engineer

Form PR 2 (Revised 1950)

No. 1416

State Oregon

Federal Aid Project No. FI-324(11)

-324(11)

4-19

U. S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 22nd day of November, 1954, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 19th day of February, 1954, a program, which was approved on the 8th day of March, 1954, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Bureau of Public Roads on the 8th day of June, 1954; and

Whereas the ~~Division~~ District Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of fifty-four thousand and 00/100 dollars ($54,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 50+00 in the NE 1/4, Section 12, T. 7 S., R. 3 W., W.M., and survey station L^{35}-- 557+00 in the NE 1/4, Section 26, T. 8 S., R. 3 W., W.M., ~~length~~ ~~miles~~, in Marion County, being Oregon Federal Aid project No. FI-324(11), consisting of intermittent ~~miles of~~ right-of-way fence, guard rail, and sight posts for 9.310 miles of roadway. ~~roadway and bridges, each of more than 20 feet clear span, of a mile in length.~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of fifty-four thousand and 00/100 dollars ($54,000.00), which does not exceed the authorized Federal pro rata share of eighty-nine thousand, four hundred twelve and 95/100 dollars ($89,412.95), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Bureau of Public Roads shall from time to time submit vouchers to the Secretary of the Treasury for the payment to

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing

Chapter 529, Laws 1939.

funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest

SECRETARY

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By *Division Engineer,*
Bureau of Public Roads.

A4.62

RECEIVED
NOV 17 1954
DIVISION 8

NOV 24 1954

RECEIVED
OCT 15 1954

Federal Aid Project
No. FI-324 (11)

Oregon State Highway Department

HAYESVILLE SCHOOL-BATTLE CREEK JUNCTION SECTION OF THE SALEM BY-PASS SECTION OF THE PACIFIC HIGHWAY EAST IN MARION COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, September 23, 1954

Type Code Y007
Fencing (Sta. 50+00 to Sta. 13S-557+00) (Contract No. 4219)

2,500 rods	Type 2 Fence	$ 3.30	$ 8,250.00
2,300 rods	Type 3 Fence	7.55	17,365.00
			$25,615.00

Type Code Y007
Guard Rail (Sta. 50+00 to Sta. 13S 557+00) (Contract No. 4250)

320 only	Metal Sight Posts	$ 3.00	$ 960.00
2,700 lin.ft.	Metal Guard Rail	2.41	6,507.00
19,500 lin.ft.	Cable Guard Rail	2.275	44,362.50
64 only	End Ancherages	60.00	3,840.00
			$55,669.50

Subtotal	$81,284.50
10% Engr. & Cont.	8,128.45
	$89,412.95

Length of Fence and Guard Rail Project	9.310 miles
Length of 16 Structures	0.292 mile
Total Length	9.602 miles
Cost of Fence & Guard Rail per mile	$9,603.96

Federal Funds- -	$54,000.00
State Funds- -	35,412.95
	$89,412.95

State Funds for Constr: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.

State Funds for Maint: Chap. 529, laws 1939.

Oregon State Highway Department

Federal Aid Project
No. FI-324 (11)

HAYESVILLE SCHOOL-BATTLE CREEK JUNCTION SECTION OF THE SALEM BY-PASS SECTION OF THE PACIFIC HIGHWAY EAST IN MARION COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, June 7, 1954

Type Code Y007
Fencing (Sta. 50+00 to Sta. L3S-557+00)

2,500	Rods	Type 2 Fence	3.00	$ 7,500.00
2,300	Rods	Type 3 Fence	8.25	18,975.00
			Subtotal	$26,475.00
			10% Engr. & Cont.	2,647.50
			Total	$29,122.50

Length of Fence Project	9.310 miles
Length of 16 Structures	0.292 mile
Total Length	9.602 miles
Cost of Fence & Guard Rail per Mile	$3,128.08

Federal Funds	$18,000.00
State Funds	11,122.50
	$29,122.50

Federal Aid Project
No. FI-324 (11)

Oregon State Highway Department

HAYESVILLE SCHOOL-BATTLE CREEK JUNCTION SECTION
OF THE SALEM BY-PASS SECTION
OF THE PACIFIC HIGHWAY EAST IN MARION COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, July 13, 1954

Type Code Y007
Fencing (Sta. 50+00 to Sta. L3S-557+00)(Contract No. 4219)

2,500	rods	Type 2 Fence	$ 3.30	$ 8,250.00
2,300	rods	Type 3 Fence	7.55	17,365.00
				$25,615.00

Type Code Y007
Guard Rail (Sta. 50+00 to Sta. L3S 557+00)

320	only	Metal Sight Posts	$ 2.50	$ 800.00
2,700	lin. ft.	Metal Guard Rail	2.60	7,020.00
19,500	lin. ft.	Cable Guard Rail	2.20	42,900.00
64	only	End Anchorages	60.00	3,840.00
				$54,560.00

Subtotal	$80,175.00
10% Engr. & Cont.	8,017.50
Total	$88,192.50

Length of Fence and Guard Rail Project	9.310 miles
Length of 16 Structures	0.292 mile
Total Length	9.602 miles
Cost of Fence & Guard Rail per Mile	$9,472.87

Federal Funds- -	$54,000.00
State Funds- -	34,192.50
	$88,192.50

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NOV 4 1954
FOR FILING

FI-324 (4)
4-11

November 3, 1954

Oregon State Highway Commission

Request for extension of time
No. 1
December 7 and 8 Meeting

Gentlemen:

Herewith is a request from Lind and Marr Construction Company for an extension of time on the Salem By-pass Fencing Project, Contract No. 4219, from September 30, 1954 to November 30, 1954.

Because of the large number of fencing contracts recently awarded by the Commission, the contractors have had difficulty in receiving delivery of their materials. Also, changes in specifications on this contract necessitated reordering on some of the items which necessarily delayed the contractor.

There will be no inconvenience or additional expense to the State, and I recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

HGS: fp

RECEIVED
NOV 4 1954
FOR FILING

F1-324 (4)
4219

November 3, 1954

Oregon State Highway Commission

Request for extension of time
No. 1
December 7 and 8 Meeting

Gentlemen:

Herewith is a request from Lind and Marr Construction Company for an extension of time on the Salem By-pass Fencing Project, Contract No. 4219, from September 30, 1954 to November 30, 1954.

Because of the large number of fencing contracts recently awarded by the Commission, the contractors have had difficulty in receiving delivery of their materials. Also, changes in specifications on this contract necessitated reordering on some of the items which necessarily delayed the contractor.

There will be no inconvenience or additional expense to the State, and I recommend that the extension be granted without penalty.

Very truly yours,

W. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

HGS: fp

RECEIVED
AUG 2 3
FOR FILING

FI 324 (11)
4211

August 20, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on August 6, 1954 on Contract No. 4219, Salem By-Pass, Fencing, Section, in Marion County, in connection with Federal Aid Project No. FI-324 (11).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DBP:dw

RECEIVED
JUL 28 1954
FOR FILING

F1-3.4(b)

4219

July 28, 1954

Lind & Marr Construction Co.
210 Belvidere Place
Beaverton, Oregon

Gentlemen:

We enclose herewith for your files two copies of contracts awarded to you by the State Highway Commission, as follows:

Contract No. 4210, for construction of Shelton Ditch Bridge on the Airport Road in Marion County, awarded June 23, 1954.

Contract No. 4219, covering the Salem By-Pass Fencing Project on the Pacific Highway East in Marion County, awarded June 24, 1954.

A copy of each of the above contracts are being sent to the surety on your performance bonds also.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls.

RECEIVED
JUN 25 1954
FOR FILING

June 25, 1954

Lind and Marr Const. Company
2[illegible]0 Belvedere Place
Beaverton, Oregon

Gentlemen:

The State Highway Commission on June 24, 1954 awarded to you State Highway Contract No. 4[illegible]9 for the Salem By-pass Fencing Project on the Pacific Highway East in Marion County. This award was based on your bid of $25,6[illegible]5.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr

cc S. H. [illegible]robert
H. G. Smith
R. G. Savage, SIAC

Enclosure

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

4219

June 24, 1954

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 4219 for Oregon Project FI-324(11), Hayesville School-Battle Creek Junction (Fencing), to Lind & Marr Construction Co. of Beaverton, Oregon, low bidder in the amount of $25,615.00 at the June 24, 1954 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
JUN 29 1954
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

FI-3[illegible]( )

4217

FI-324

June 8, 1954

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved P. S. and E. documents for Oregon Project FI-324(11), Hayesville School-Battle Creek Junction Unit (Fencing) Salem By-Pass Section of the Pacific Highway East. This is to authorize your advertising for bids.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
JUN 17 1954
STATE [illegible]

29-1054 W. Slope, Summit (Passing Lanes) 1954
Sec. of the Wilson River Hwy.
#4220

29-1054
4220

OREGON STATE HIGHWAY DEPARTMEN
CONSTRUCTION DIVISION
Geology And Soils Section
Project Base Design

Section Passing Lane West Slope-Summit   Highway Wilson River   ADT Trucks 120 (Log)
County Tillamook Prefix 29-1054   Date 1/14/55   Res. Engr. Carl A. Peterson
Length of Project 1.02 Miles.   Station 1657+00   To Station 1718+00

DETAIL OF BASE COURSES AND WEARING SURFACE, in inches

Station to Station	Equivalent Surfacing In Place On Road	Select Subgrade Material	Topping Material	Base Material	Leveling Course	Wearing Surface	Total Base etc. and Wear. Surface	Design Classif. of Traffic
	(2)					(1)		
1657+00 - 1718+00								
Truck Lane Widening								
1657 - 1674 to Left	11				1	3½	15½	Heavy
1681 - 1718 to Right	11				1	3½	15½	"

PROPOSED MATERIAL SOURCES

Location	Lab. No.	S.G.	Type of Material	% Pass. 40 Screen	% Abrasion Loss	% Sodium Sulphate Loss	Asphalt Stripping	L.L.	P.I.	To be used for
Such source or sources of suitable rock or gravel as the contractor may elect to use.										

REMARKS

(1) Blade cut along edge of existing pavement to depth necessary to place 1" level course plus 3½ A. C. pavement.

(2) Existing base in place is considered equivalent to 11" of base.

cc Deputy State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Soils Engineer Division

Submitted by
Soils Engineer

Recommended by
Construction Engineer

Recommended by L W Harra
Engineer of Materials

Approved by
Deputy State Highway Engineer

29-1054
4220

REGON STATE HIGHWAY DEPARTMEN
CONSTRUCTION DIVISION
Geology And Soils Section
Project Base Design

Section Passing Lane West Slope-Summit   Highway Wilson River   ADT Trucks 120 (Log)
County Tillamook Prefix 29-1054   Date 1/14/55   Res. Engr. Carl A. Peterson
Length of Project 1.02 Miles.   Station 1657+00   To Station 1718+00

DETAIL OF BASE COURSES AND WEARING SURFACE, in inches

Station to Station	Equivalent Surfacing In Place On Road	Select Subgrade Material	Topping Material	Base Material	Leveling Course	Wearing Surface	Total Base etc. and Wear. Surface	Design Classif. of Traffic
	(2)					(1)		
1657+00 - 1718+00								
Truck Lane Widening								
1657 - 1674 to Left	11				1	3½	15½	Heavy
1681 - 1718 to Right	11				1	3½	15½	"

PROPOSED MATERIAL SOURCES

Location	Lab. No.	S.G.	Type of Material	% Pass. 40 Screen	% Abrasion Loss	% Sodium Sulphate Loss	Asphalt Stripping	L.L.	P.I.	To be used for
Such source or sources of suitable rock or gravel as the contractor may elect to use.										

REMARKS

(1) Blade cut along edge of existing pavement to depth necessary to place 1" level course plus 3½ A. C. pavement.

(2) Existing base in place is considered equivalent to 11" of base.

cc Deputy State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Soils Engineer Division

Submitted by
Soils Engineer

Recommended by
Construction Engineer

Recommended by W Harra
Engineer of Materials

Approved by
Deputy State Highway Engineer

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
Geology And Soils Section
Summary of Base Design Data

Section: Passing Lane West Slope-Summit   Highway: Wilson River   County: Tillamook

Traffic ADT Trucks: 120 (Log) Total: 1200   Design Classif.: Heavy   Res. Eng'r.: C. A. Peterson

Length of Project: 1.02 Miles, Station: 1657   To Station: 1718   Prefix: 29-1054

STATION	Rt.	℄	Lt.	Depth of Sample	% Pass 200 Screen	L.L.	P.I.	"R" Value	% Silt.	Base and Wearing Surface Inches	Safety Factor Inches	Total Base and Wear. Surf. Inches	Remarks
1659+50			22'	2'-3'	22	37	2	29	13	13	2½	15½	Heavy
1662+50			22'	1½'-2'	27	34	5	36	15	13	2½	15½	"
1682+00	30'			1½'-2'	17	27	0	54	11	13	2½	15½	"

Mr. [illegible] 29-1054

8

November 12th, 1954

FINAL COST ANALYSIS

West Slope, Summit (Passing Lanes)
Contract #4220

Grimstad & Vanderveldt, Contractor
Carl Peterson, Resident Engineer

Wilson River Highway
Prefix 29-1054

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
General Excavation, Unclassified	2,317.4	Cu. Yd.	$1.00	$0.741	$ 1,718.11	$ 2,317.40
Short Overhaul	2,460.1	Yd. Sta.	0.02	0.029	71.34	49.20
Long "	4.55	C-Yd. Sta.	0.50	1.78	8.09	2.28
Salvage & Reinstall Guard Rail	638	Lin. Ft.	1.00	0.68	565.79	638.00
Metal Sight Posts	2	Each	3.00	3.07	6.14	6.00
3/4"-0 Mat'l. in Leveling Course and Shoulders	380	Cu. Yd.	4.20	3.48	1,318.00	1,596.00
Sprinkling	18	M/Gal.	3.00	2.82	50.78	54.00
Class "B" Asphaltic Concrete	1,316.45	Ton	11.85	11.78	15,506.33	15,599.94
					$19,244.58	$20,262.81

Gross Revenue	$20,262.81
Total Cost	19,244.58
Net Profit	$ 1,018.23

Net Profit Equals 5.2% of Gross Revenue

West Slope, Summit (Passing Lanes)
Wilson River Highway

Contract #4220

Prefix 29-1054

Detail of Cost

Labor:		
Supervision and Labor	$ 932.60	
Labor Insurance	96.99	$ 1,029.59
Equipment Rental & Misc. Expense:		
Equipment Rental	$ 1,000.52	
Gas, Oil and Grease	187.20	
Bond	121.58	
Move In	300.77	
Small Tools	23.49	
Home Office	80.00	
Misc. Supplies	71.45	1,785.01
Materials:		
Metal Sight Posts	$ 2.40	
3/4"-0 Material	921.25	
Class "B" Asphaltic Concrete	15,506.33	16,429.98
Total Cost		$19,244.58

West Slope, Summit (Passing Lanes)

Remarks:

This was a "State Project" calling for the widening of 0.96 mile of highway roadbed on the Wilson River Highway for passing lanes and involving grading, rocking and asphaltic concrete paving. The project was bid and awarded June 24th, 1954, and was completed September 23rd, 1954.

The contractor moved onto the project August 9th, 1954, and worked three days with two D-7 tractors and dozers, two Super C tournapulls and one #12 motor patrol to complete the grading.

Crushed materials were purchased from a commercial plant and were delivered onto the job site by commercial trucks, with the street work being handled by the contractor.

Class "B" asphaltic concrete was hauled and placed by the Cascade Paving Co. from their Portland plant with 22 trucks being used on the haul. Frequent rains retarded the paving operations. The paving was started September 14th, and completed September 22nd, 1954, for an average of 188 tons per day.

Heavy traffic, adverse weather conditions and the 46-mile haul on asphaltic concrete all tended to slow the progress of the project. Due to these facts the contractor's profit was 5.2%.

Oscar Cutler
Chief Cost Analyst

By . . Harry Sturgis

OREGON STATE HIGHWAY DEPARTMENT
(date)
November 10, 1954

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
4220	3-Final	Grimstad & Vanderveldt

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
23088	R-108261	$ 610.48	11/10/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION
Ruth Rawlings

Specified Completion Date: Sept. 30, 1954

Time Extensions: None

Completion Date: Sept. 23, 1954

Date Accepted: Oct. 28, 1954

Penalties: None of record

Claims: None of record

Remarks:

Date: 11-10-54

To the Accounting Division:

Release of the above warrant is hereby authorized.

Floyd Query
~~H. B. Glaisyer~~
Asst Secretary

Warrant Mailed: [illegible]

[illegible] ON CARD
11-15-54

RECEIVED
NOV 1 1954
FOR FILING

November 3, 1954

United Pacific Insurance Co.
Fidelity & Surety Department
Seattle 14, Washington

Gentlemen:

State Highway Contract No. 4220 for work performed on the West Slope, Summit (Passing Lane) Section of the Wilson River Highway in Tillamook County was completed by the contractor, Grimstad & Vandervelot, on September 23 and was formally accepted by the Highway Commission on October 28, 1954.

Final payment in the amount of $610.48 will be released to the contractor on or after November 13, 1954. The total contract amount is $20,262.81, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Ed Fearey & Co.
Spexarth Bldg.
Astoria, Oregon

Portland Branch Office

NOTED ON CARD

11-3-54

Form E-1

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Sept 24, 1954

Section West Slope, Summit (Passing Lane)

Kind of work Grading & Pavement Widening

Section prefix 29-1054

Highway Wilson River

Contract number 4220

Contractor Tillamook

Date of completion Sept 30, 1954

Date of contract June 24, 1954

Estimated date of completion Sept 27, 1954

Date work started Aug. 9, 1954

Per cent of time elapsed 95 %

Amount of contract $19806.50

Estimated cost of completed project, exclusive of engineering $20697.79

Per cent of contract completed, based on total contract price 100 %

Date project was completed 9-23, 1954

Engineering cost to date $1280.00, 81 %

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor completed the shoulder work along the passing lane on Wednesday Sept 23

Final records will be completed as soon as possible.

NOTED

RECEIVED
SEP 27 1954
OFFICE OF
CONSTRUCTION

Signed Carl H Peterson

Address Banks Box 86 Ore

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

NOTED
FORREST COOPER

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	1				1
Miles partially completed	1				–
Miles completed	1				1
Total estimated quantities	[illegible]				131/6
Estimated quantities moved or placed to date	2430				131/6
Average daily quantities	–				–
Average daily quantities necessary to complete project on time	–				-
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	3				

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers 1, Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers Loader . . 1, . . Truck 1, ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Ptly Cldy		
Monday	Fair		
Tuesday	〃		
Wednesday	〃		Grading & Paving completed to-day
Thursday			
Friday			
Saturday			

STATE PRINTING

RECEIVED
AUG 6 - [illegible]
FOR FILING

29-1054

[illegible]

August 5, 1954

Grimstad & Vanderveldt
749 Ninth St.
Astoria, Oregon

Gentlmen:

We enclose herewith a fully executed copy of contract No. 4220, which was awarded to you on June 24 by the State Highway Commission, for grading and pavement widening on the West Slope, Summit (Passing Lane) Section of the Wilson River Highway in Tillamook County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
JUN [illegible]
FOR FILING

June 25, 1954

Grimstad & Vanderveldt
749 Ninth Street
Astoria, Oregon

Gentlemen:

The State Highway Commission on June 24, 1954 awarded to you State Highway Contract No. 4[illegible]0 for grading and pavement widening on the West Slope, Summit (Passing Lane) Section of the Wilson River Highway in Tillamook County. This award was based on your bid of $ 9,806.50 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr

cc S. H. Probert
H. G. Smith
R. G. Savage, SIAC

Enclosure

31-3251 Ladd Canyon Sand Storage Shed. 1954

#4221

31-3251 Ladd Canyon Sand Storage Shed. 1954

#4221

31-3251

OREGON STATE HIGHWAY DEPARTMENT
(date)
December 8, 1954

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
4221	3-Final	Bechtel Bros.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
24790	B-109946	$ 3,363.00	12/7/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION
Ruth Rawlings

Specified Completion Date: Oct. 31, 1954

Time Extensions: None

Completion Date: Oct. 29, 1954

Date Accepted: Dec. 7, 1954

Penalties: None of record

Claims: None of record

Remarks:

Date: 12-10-54

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

NOTED ON CARD
[illegible]

Warrant Mailed: [illegible]
Ruth Rawlings

RECEIVED
NOV 30 1954
FOR FILING

21-3251
4221

November 30, 1954

Mr. George C. Bottoms, Mgr.
United States Fidelity & Guaranty Co.
201 Portland Trust Bldg.
Portland 4, Oregon

Dear Sir:

State highway contract No. 4221 for construction of Sand Storage Shed on the Ladd Canyon Section in Union County was completed by the contractor, Bechtel Bros., on October 29, 1954, but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $3,363.00 will be released to the contractor after acceptance by the Commission. The total contract amount is $11,800.00, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn

NOTED ON CARD
11-30-54

RECEIVED
AUG 20 1954
FOR FILING

31-2251
4221

August 19, 1954

Bechtel Bros.
Box 792
La Grande, Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 4221, which was awarded to you on June 24 by the State Highway Commission, for construction of Ladd Canyon Sand Storage Shed in Union County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
JUN 25 1954
FOR FILING

June 25, 1954

Bechtel Brothers
Box 792
La Grande, Oregon

Gentlemen:

The State Highway Commission on June 24, 1954 awarded to you State Highway Contract No. 4[illegible] for construction of the Ladd Canyon Sand Storage Shed in Union County. This award was based on your bid of $11,800.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr

cc S. H. Probert
H. G. Smith
R. G. Savage, SIAC
G. S. Paxson

Enclosure

RECEIVED
JUN 1 1954
FOR FILING

31-3251

[illegible]

Salem, Oregon
May 27, 1954

Mr. G. S. Paxson

Herewith is a copy of a report from Mr. De France, and one print, showing the proposed location of a sand storage shed to be constructed on the Ladd Canyon Route of US30, about seven miles east of La Grande.

The size of the shed as recommended by the Division Engineer has been reduced to 95' x 60' with a capacity of 2,000 cubic yards, which we estimate will cost $11,800.

This project is included in our 1954 budget and is hereby approved for the preparation of plans and advertising for bids.

W. W. Stiffler

WWS:er

cc Mr. I. A. De France

Enclosure

Ladd Canyon Sand Shed.

ROW is 250' wide.

100' East 150' West of ℄ shown.

Second ℄ will be 50' from first or 100' from West ROW Line (per Martin.)

I have shown proposed 95x60 sand shed in red just outside of 250' R.O.W.

IAD

NOTED
W. W. STIFFLER

plus 12½ =
$15,000. The floor elevation should be 2880.0. Any grading that is required will be performed by the State and flood lights, if needed, will be installed by the State.

When the budget was prepared, a small sand shed was contemplated, however, Mr. Parson states that they plan to utilize the sand shed for sanding both east and west of La Grande and that the larger sand shed is needed on that account. Under these conditions, we believe the proposed 3,000 cubic yard capacity sand shed should be built and to cover the cost over the budget, either transfer funds to cover or postpone the project to 1955 when more funds can be set up in the budget.

Very truly yours,

I. A. DeFrance

I. A. DeFrance
Assistant Maintenance Engineer

IAD:db
Enclosures
cc-
cc- A. F. Parson - Encls.

MAY 5 1954

95x60 = 2127 c.y. Capacity.
5700 sq ft at $1.85 = $10545 + 12½ = 11863

NOTED
W. W. STIFFLER

FORM E-90 25M 9-51 82315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 6, 1954

SUBJECT: Sand Storage Shed in
Ladd Canyon

To:

Mr. W. W. Stiffler
Assistant State Highway Engineer
Office

Dear Sir:

We have an item in our 1954 budget covering the construction of a sand storage shed in Ladd Canyon M.P. 295.47 on the Old Oregon Trail at an estimated cost of $10,000. Mr. Stump, Mr. Cannon and Mr. Parson all recommend that a sand storage shed of 3,000 cubic yards capacity be constructed. This would call for a standard sand shed 60' x 127' with rear end closed and located as shown on map attached. Our estimate of cost is 7620 square feet at $1.75 per square foot $13,335 plus $12\frac{1}{2}$ = $15,000. The floor elevation should be 2880.0. Any grading that is required will be performed by the State and flood lights, if needed, will be installed by the State.

When the budget was prepared, a small sand shed was contemplated, however, Mr. Parson states that they plan to utilize the sand shed for sanding both east and west of La Grande and that the larger sand shed is needed on that account. Under these conditions, we believe the proposed 3,000 cubic yard capacity sand shed should be built and to cover the cost over the budget, either transfer funds to cover or postpone the project to 1955 when more funds can be set up in the budget.

Very truly yours,

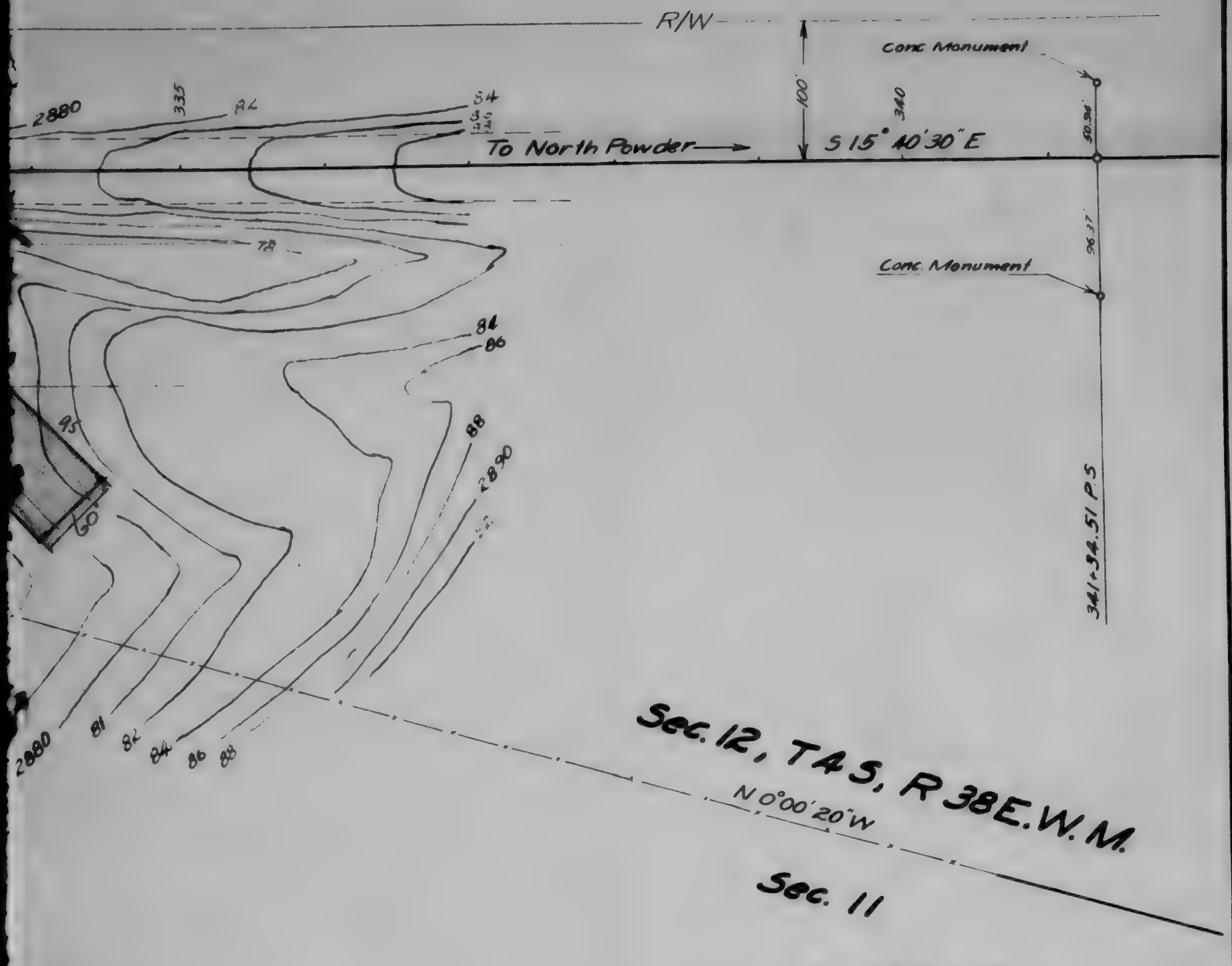
IADeFrance,
I. A. DeFrance
Assistant Maintenance Engineer

IAD:db
Enclosures
cc-
cc- A. F. Parson - Encls.

MAY 6 1954

95 x 60 = 2127 c.y. Capacity.
5700 sq ft at $1.85 = $10545 + $12\frac{1}{2}$ = $11863

NOTED
W. W. STIFFLER


R/W
Conc. Monument
100'
340
335
2880
82
84
To North Powder
S 15° 40'30" E
50.34
96.37
Conc. Monument
84
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60
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341+34.51 P.S.
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81
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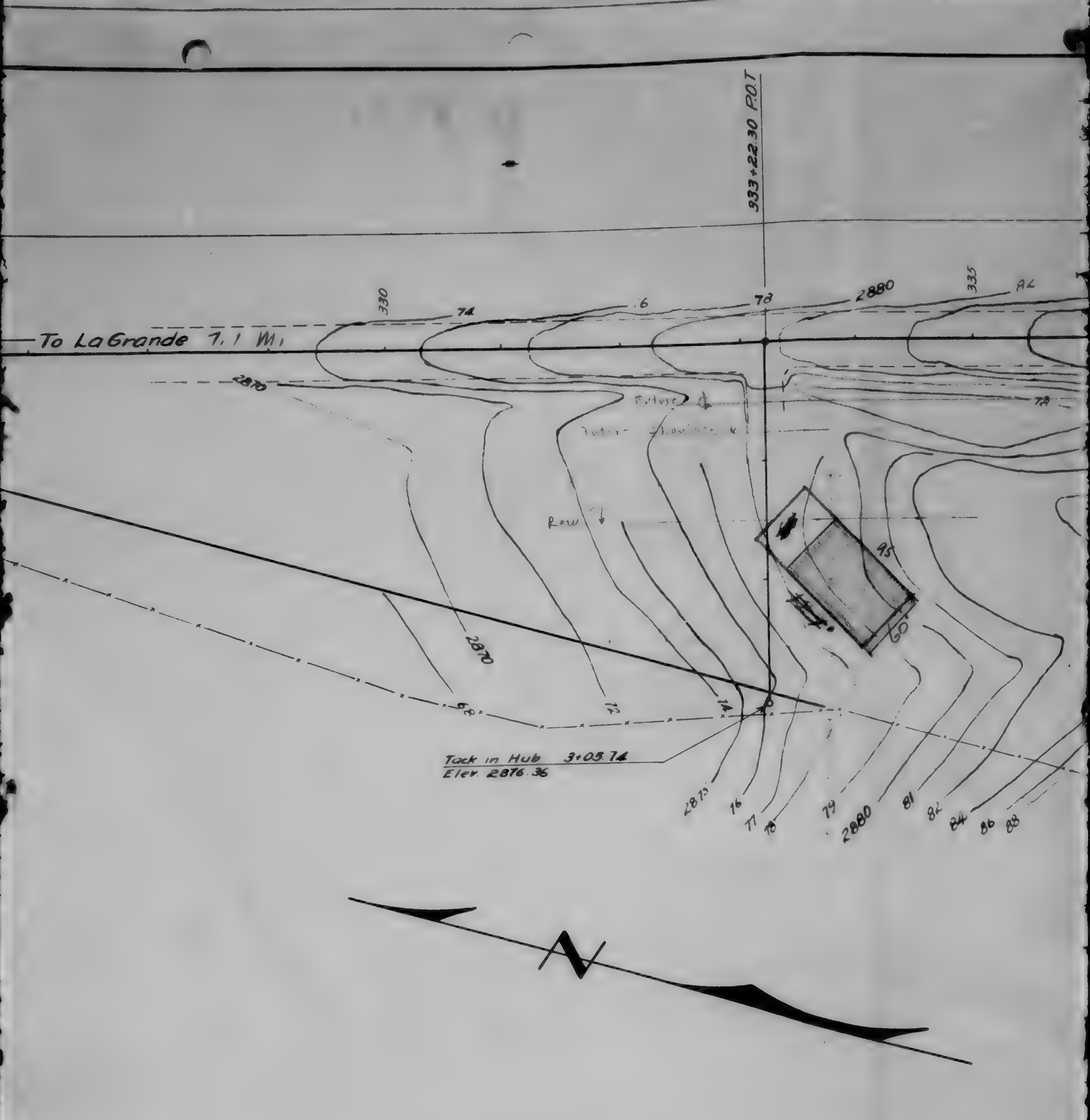
88
Sec. 12, T 4 S, R 38 E.W.M.
N 0°00'20" W
Sec. 11

6-255.46

OREGON STATE HIGHWAY DEPARTMENT	
For	Sand Storage Shed
Highway	Old Oregon Trail
County	Union
Scale 1" = 100'	**Date** March 1954


333+22.30 P.O.T
To LaGrande 7.1 Mi
330
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Future ℄
Future Shoulder
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Tack in Hub 3+05.74
Elev. 2876.36
2875
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86
88
N

32-3307 Wallowa Lake Park Facilities. 1954

#4222

RECEIVED
AUG 13 1956
FOR FILING

[illegible]

4222

August 6, 1956

The Aetna Casualty and Surety Company
Yeon Building
Portland 4, Oregon

ATTENTION: Mr. D. H. Puthuff
Claim Representative

Gentlemen:

I again refer to your letter of June 7, 1956, concerning a United Pacific Construction Company contract with the State Highway Commission for construction of facilities in Wallowa Lake State Park.

In your letter you state that you will honor the claim of Mr. Robert Reese, Jr. against this contract upon receipt of information that the State Board of Health approves the installation of the urinal bowls.

I am now in receipt of a report from our Bridge Engineer, Mr. P. M. Stephenson, in which he states the facilities have been inspected by Mr. A. J. Farrell, Chief of the Plumbing Section of the Division of Sanitation and Engineering, who reports that they now meet the requirements of the State Board of Health governing installation of plumbing. It therefore will be in line for you to settle the claim submitted by Mr. Reese.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:pp

REFERRED TO Lucy BY SECRETARY

to note and record
on card if we have a
record of the claim

NOTED ON CARD

FORM E-30X—37,500—2-55—62987

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 2, 1956

SUBJECT: Wallowa Lake Park Factlities
Bridge No. 7260-B

To:

Mr. H. B. Glaisyer
Secretary
OFFICE

In reference to your letter of June 20 to the Aetna Casualty and Surety Company, we have a letter from Mr. A. J. Farrell, Chief of the Plumbing Section of the Division of Sanitation and Engineering, stating that they made an inspection of these facilities on July 21, 1956, and that they meet the requirements of the State Board of Health governing plumbing.

P. M. Stephenson

P. M. Stephenson
Bridge Engineer

EGR:eh

cc Lyle Peterson
A. F. Parson

LETTER TO [illegible]
DATE 8/6

June 20, 1956

Aetna Casualty and Surety Co.
Yeon Building
Portland 4, Oregon

Attention: Mr. D. H. Puthuff,
Claim Representative

Gentlemen:

Further reference is made to your letter of June 7, 1956 concerning United Pacific Construction Company's contract with the State Highway Commission for construction of facilities in Wallowa Lake State Park, State Highway Contract No. 4222.

I have just received word from Mr. P. M. Stephenson, our Bridge Engineer, that he has asked the State Board of Health to make a final inspection of the installations, and he will advise me as to the results of the inspection when they are received. I will write you further as soon as I receive his final report.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:blm
cc: P. M. Stephenson

NOTED ON CARD

June 20, 1956

Aetna Casualty and Surety Co.
Yeon Building
Portland 4, Oregon

Attention: Mr. D. H. Puthuff,
Claim Representative

Gentlemen:

Further reference is made to your letter of June 7, 1956 concerning United Pacific Construction Company's contract with the State Highway Commission for construction of facilities in Wallowa Lake State Park, State Highway Contract No. 4222.

I have just received word from Mr. P. M. Stephenson, our Bridge Engineer, that he has asked the State Board of Health to make a final inspection of the installations, and he will advise me as to the results of the inspection when they are received. I will write you further as soon as I receive his final report.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:blm
cc: P. M. Stephenson

NOTED ON CARD

FORM E-30X—37,500—2-55—82987

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 15, 1956

SUBJECT:

To:

Mr. H. B. Glaisyer
Secretary
Office

Reference is made to your letter of June 12 in regard to Contract No. 4222.

You can inform the Aetna Casualty and Surety Company that we have requested the State Board of Health to make a final inspection. Upon receipt of this final inspection, we will notify the Aetna Casualty and Surety Company as to the results of this inspection, and also will notify them when final acceptance of the contract is made by the State.

P. M. Stephenson
P. M. Stephenson
Bridge Engineer

PMS/dp

LETTER TO [illegible]
DATE 6/[illegible]

June 12, 1956

The Aetna Casualty and Surety Company
Yeon Building
Portland 4, Oregon

Attention: Mr. D. H. Puthuff,
Claim Representative

Gentlemen:

Just received is your letter of June 7 concerning State Highway Contract No. 4222 awarded to United Pacific Construction Company for construction of facilities in Wallowa Lake State Park. You inquire whether or not the additional work performed by your contractor with respect to urinal bowls has been approved by the State Board of Health.

I am referring your letter to our Bridge Engineer, Mr. P. M. Stephenson, with a request for information on the subject and will write you again as soon as I have his reply.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:mm

cc: Cecil Gardner
Bridge Department

[illegible]
4

THE ÆTNA CASUALTY AND SURETY COMPANY
with which has been merged THE AUTOMOBILE INSURANCE COMPANY OF HARTFORD, CONNECTICUT

Affiliates: ÆTNA LIFE INSURANCE COMPANY • THE STANDARD FIRE INSURANCE COMPANY
HARTFORD 15, CONNECTICUT

CLAIM DEPARTMENT
BERT MERRILL, ATTORNEY
YEON BUILDING

PORTLAND 4, OREGON

June 7, 1956

Oregon State Highway Dept.
Salem, Oregon

Attention: H. B. Glaisyer

RE: Principal - United Pacific Const. Co.
Obligee - State Highway Commission
Bond - 42 S 16101
Claim - S 30267

Gentlemen:

We are now in receipt of letter from Mr. Robert Reese, Jr., photostat copy attached, in which he states that he has now made the necessary changes on the Wallowa Lake Park Facilities Project, Contract 4222.

Will you please advise us when your department has the opportunity to check the urinal bowls at this project and write us if they have met and passed the State Board of Health Inspection.

Upon receipt of your letter, if the additional work has now passed the inspection of the State Board of Health, we will be in a position to honor Mr. Reese's claim.

Yours very truly,

D. H. Puthuff

D. H. Puthuff, Claim Representative

DHP:ps
Encl.

cc: HO Bond Claim

ACKNOWLEDGED
H. B. GLAISYER

NOTED ON CARD

RECEIVED
JUN 11 1956
OREGON
STATE HIGHWAY COMMISSION

Mail
J. [illegible]

Robert Reese, Jr.
Plumbing and Heating
Enterprise, Oregon

May 22-56

Etna Insurance Co.
Eugene, Ore

Dear Sirs -

The necessary changes have been completed at the Wallowa Lake Latrine job.

Respt.
Robert Reese, Jr

RECEIVED
JUL 12 1955
FOR FILING

32-3307
4222

July 11, 1955

Hon. Earl T. Newbry
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Thank you for your letter of July 8 to which was attached three copies of a claim filed with your office by Robert Reese, Jr. against United Pacific Construction, Inc. in the sum of $1,135.41. This claim pertains to our Contract No. 4222 and bears your file No. 3513.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By
Floyd A. Query
Assistant Secretary

FAQ:fp

NOTED ON CARD

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

[illegible]

Mr. [illegible], [illegible]
Oregon State Highway [illegible]
[illegible], Oregon

Dear Sir:

We have received [illegible] [illegible] [illegible] [illegible] [illegible], Oregon [illegible] [illegible] [illegible], Jr., for labor [illegible] [illegible] in the sum of [illegible] Thousand One Hundred Thirty-[illegible] ($1,[illegible]) dollars against [illegible] the Construction Company, principal, and [illegible] Company, surety, for the work of [illegible] [illegible] [illegible] under state highway contract [illegible].

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the claims for our records.

Very truly yours,

[illegible]
Secretary of State

Geo C Stephens
By
Chief, [illegible] Division

[illegible]
[illegible]

RECEIVED
JUL 11 1955
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD

RECEIVED
JUL 12 1955
FOR FILING

32-3307
[illegible]

July 11, 1955

The Aetna Casualty & Surety Co.
Portland Service Department
300 Yeon Building
Portland 4, Oregon

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by Edward E. Grant, Attorney, whose address is Berland Building, Enterprise, in behalf of Robert Reese, Jr. The claim, which is in the sum of $1,135.41, is for latrines furnished to United Pacific Construction, Inc., on our contract No. 4222, for construction of park facilities in Wallowa Lake Park.

This information is provided as your Company appears as Surety on the Performance Bond furnished with this contract.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd A. Query
Assistant Secretary

FAQ:fp
Enclosure

cc United Pacific Construction, Inc.
P. O. Box 206
Eugene, Oregon

Ray D. Pollard Agency
21 - 11th Avenue West
Eugene, Oregon

NOTED ON CARD

EDWARD E. GRANT

Attorney at Law
Berland Building
Enterprise, Oregon

July 6, 1955

TO: Oregon State Highway Commission.

Notice is hereby given that the undersigned, Robert Reese, Jr., has a claim for labor and materials for plumbing latrines in the sum of One Thousand One Hundred Thirty-five & 41/100 ($1,135.41) Dollars against the bond taken from United Pacific Construction Company, principal, and Aetna Casualty and Surety Company, surety, for the work of United Pacific Construction Company on the Wallowa Lake Facilities job under State Highway Contract #4222.

SIGNED ROBERT REESE JR.

Warrant Mailed:

Ruth Rawlings

RECEIVED
JUL 11 1955
FOR FILING

-3307

OREGON STATE HIGHWAY DEPARTMENT
(date)
July 5, 1955

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
4222	5-Final	United Pacific Construction, Inc. Assign: Aetna Casualty & Surety Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
12917	R-125982	$ 1,087.23	7/1/55

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawling
ACCOUNTING DIVISION

Specified completion Date: May 31, 1955

Time Extensions: None

Completion Date: May 3, 1955

Date Accepted: May 25, 1955

Penalties: None of record

Claims: None of record

Remarks:

Date: 7-5-55

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

NOTED ON CARD

Warrant Mailed:

Ruth Rawling

RECEIVED
JUL 14 1955
FOR FILING

32 - 3307

June 27, 1955

Ray D. Pollard Insurance Company
21 Eleventh Avenue West
Eugene, Oregon

Gentlemen:

We have just received a letter from Mr. Robert Reese, Jr., Enterprise, Oregon, in which he states that he performed plumbing work for the United Pacific Construction Company on State Highway Contract #4222, Wallowa Lake Facilities Job, for which he has been unable to collect the sum of $1135.41.

The above information is given to you as your company appears as surety on the performance bond furnished with this contract.

Respectfully yours,

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer,
Secretary

CMH:lt

cc: Aetna Casualty and Surety Company
Yeon Building
Portland, Oregon

cc: United Pacific Construction Co., Inc.
Box 206
Eugene, Oregon

RECEIVED
JUL 12 1955
FOR FILING

32-3307
4222

June 27, 1955

REFERRED TO [illegible]
BY SECRETARY

Mrs Lewis
Noted on card

Mr. Robert Reese, Jr.
Enterprise
Oregon

Dear Mr. Reese:

This will acknowledge your communication of June 22, 1955, informing us the United Pacific Construction Company owes you in amount of $1135.41 for plumbing work on the Wallowa Lake Facilities job. This is State Highway Contract #4222 which was completed May 3, 1955 and accepted by the State Highway Commission on May 25, 1955.

The Aetna Casualty and Surety Company, through Ray D. Pollard Insurance Company, 21 Eleventh Avenue E., Eugene, Oregon furnished the performance bond covering the above contract.

Should you wish to protect your claim for a period longer than six months following completion of the job, and following acceptance by the State Highway Commission, we suggest that you file your claim with the Secretary of State. Enclosed for this purpose is an excerpt from the Oregon Laws outlining the procedure for such a filing.

Your claim is being noted in our records and we will advise the surety and the contractor that it has been received.

Respectfully yours,

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer,
Secretary

CWH:lt

Enclosure

NOTED ON CARD

REFERRED TO SECRETARY

Robert Reese, Jr.
Plumbing and Heating
Enterprise, Oregon

June, 22 - 55

State Highway Commission
Salem, Ore.
Dear Sirs-

I am Writing you in regard to the Wallowa Lake latrine job. I contracted the plumbing on this job from the United Pacific Construction Co. I have received a payment of $1000.00 and was to receive the balance of $1135.41 when completed. Mr. Lyle Peterson the engineer informs me the Construction Co. have received the full payment for this job. As I am unable to contact this Co. would you please give me the name of the Bonding firm that handled the bonds for this Construction Co.

NOTED ON CARD

Respt.
Robert Reese Jr
502 Lyle St. Enterprise Ore

Contract #4222
Completed 5-3-55
Accepted 5-25-55
OVER

RECEIVED
JUN 24 1955
OREGON
STATE HIGHWAY COMMISSION

Surety The Aetna Casualty & Surety Co.

Agent Ray D. Pollard Agency
21 11th Ave. W.,
Eugene, Oregon

RECEIVED
JUN 21 1955
FOR FILING

32-3307
4222

REFERRED TO
BY SECRETARY

Query, mo Sewi?
notation on card
file assignment in contract

[illegible] b

NOTED
FLOYD QUERY

June 17, 1955

The Aetna Casualty & Surety Company
Yeon Building
Portland 4, Oregon

Attention: Mr. O. D. Shead
Assistant Superintendent

Gentlemen:

This will acknowledge receipt of your letter of June 13, 1955 enclosing final estimate No. 5 covering work performed under State Highway Contract 4222, awarded to United Pacific Construction, Inc., for construction of facilities in Wallowa Lake State Park; also transmitting the original and two copies of an assignment whereby United Pacific Construction, Inc. assigns to The Aetna Casualty and Surety Company all monies that are now due or which may hereafter become due them from the State of Oregon for the performance of work under this contract.

The assignment appears to be in proper form, and we will be pleased to honor it. Warrants covering future payments in connection with this job will be made payable to United Pacific Construction, Inc., assigned to The Aetna Casualty and Surety Company, and will be mailed to you for disposition.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc
cc: C. H. Maison (2)

Mr. Maison:

Attached hereto is the final estimate referred to in the above letter, together with two executed copies of the assignment, one of which is for transmittal to the Secretary of State. I have retained the original of the assignment for the Commission's records and files.

HBG

NOTED ON CARD

THE ÆTNA CASUALTY AND SURETY COMPANY
HARTFORD, CONNECTICUT
AFFILIATE OF
ÆTNA LIFE INSURANCE COMPANY
THE AUTOMOBILE INSURANCE COMPANY
THE STANDARD FIRE INSURANCE COMPANY

CLAIM DEPARTMENT
BERT MERRILL, ATTORNEY
YEON BUILDING

PORTLAND 4, OREGON

June 13, 1955

Oregon State Highway Dept.
Salem
Oregon

Attn: H.B. Glaisyer

RE: Principal: United Pacific Constr.Inc.
Obligee: State Hwy. Commissioner
Bond: 42 S 16101
Claim No: S 30267

Dear Mr. Glaisyer:

You will find enclosed herewith final estimate number five which has been verified by Edna B. Sharon, Secretary-Treasurer of United Pacific Construction, Inc. Also enclosed is the original and two copies of the Oregon State Highway Commission's Assignment of Claim form executed by David W. Lutes, President and Edna B. Sharon, Secretary.

We will look forward to receiving the final payment of $1087.23 in the near future. We wish to take this opportunity to thank you for your kind assistance in the handling of the disbursement of this final payment.

Very truly yours,

BERT MERRILL, ATTORNEY

O D Shead

BY: O. D. Shead, Asst. Supt.

ODS/am
encl.

RECEIVED
JUN 14 1955
OREGON
STATE HIGHWAY COMMISSION

ACKNOWLEDGED
B GLAISYER

NOTED ON CARD
J

RECEIVED
SEP 15 1955
FOR FILING

May 31, 1955

The Aetna Casualty & Surety Company
Yeon Building
Portland 4, Oregon

Attention: Mr. O. D. Shead
Assistant Superintendent

Gentlemen:

As requested in your letter of May 27, which I have just received, I enclose original and four copies of a form of assignment whereby United Pacific Construction , Inc., assigns to the Aetna Casualty and Surety Company, all monies which are now due or which hereafter may become due them in connection with State Highway Contract No. 4222, construction of facilities in Wallowa Lake State Park.

This assignment should be signed by the President and Secretary of the corporation before witnesses, and the original and one copy, both executed, should be returned to this office for further handling.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:mm

Enclosure

cc: C. H. Maison

THE ÆTNA CASUALTY AND SURETY COMPANY
HARTFORD, CONNECTICUT
AFFILIATE OF
ÆTNA LIFE INSURANCE COMPANY
THE AUTOMOBILE INSURANCE COMPANY
THE STANDARD FIRE INSURANCE COMPANY

CLAIM DEPARTMENT
BERT MERRILL, ATTORNEY
YEON BUILDING

PORTLAND 4, OREGON

May 27, 1955

Oregon State Highway Department
Salem
Oregon

Attn: H. B. Glaisyer

Re: Contract 4222
United Pacific Construction Co.
Wallowa Lake Park Facilities

Dear Mr. Glaisyer:

In your letter of May 9 you advised that you would prepare an assignment of the remaining funds due on this job, to the Ætna Casualty and Surety Company. Would you kindly prepare such an assignment and forward it to us at your earliest convenience.

We thank you in advance for your courtesy.

Yours very truly,

BERT MERRILL, ATTORNEY

BY: O. D. Shead, Ass't Supt.

ODS/lm

RECEIVED
MAY 31 1955
OREGON
STATE HIGHWAY COMMISSION

ANSWERED
H. B. GLAISYER

Form A-204—1M—9-54

STATE OF OREGON—HIGHWAY DEPARTMENT

ASSIGNMENT OF CLAIM

FOR THE CONSIDERATION OF ten and no/100 ($10.00) Dollars, to us paid, we hereby sell, assign and transfer the within claim for all monies now due or which hereafter may become due us from the State of Oregon for performance of work under State Highway Contract No. 4222, construction of facilities in Wallowa Lake State Park,

to The Aetna Casualty and Surety Company and authorize and empower said " " " " " " to act as agent for us and in our name, place and stead, to verify said claim and to sign, receipt for and receive any warrant which may hereafter be drawn on the Treasurer of the State of Oregon or the various counties within said State of Oregon in payment of said claim, and to indorse said warrant for payment by said Treasurer; provided, however, that nothing herein shall in any manner supersede or defeat the state's prior and superior claim and interest in and to said funds, and provided further that this assignment is subject to all of the provisions of ORS 366.420, and, if the same is honored, either in whole or in part, by the State Highway Department, such action by the Department shall be controlled at all times by the terms of said statute, not only with respect to payments made but likewise with respect to future payments.

Witness my hand this .... day of ...., 1955

Executed in the presence of us as witnesses:

UNITED PACIFIC CONSTRUCTION INC.

.... by ....

.... by ....

State Printing 78306

2

RECEIVED
MAY 27 1955
FOR FILING

32-3307
[illegible]

May 27, 1955

REGISTER MAIL

The Aetna Casualty & Surety Co.
Portland Service Dept.
300 Yeon Bldg.
Portland 4, Oregon

Gentlemen:

State highway contract No. 4222 for construction of Park Facilities in Wallowa Lake Park in Wallowa County was completed by the contractor, United Pacific Construction, Inc., on May 3, 1955, but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $1,087.23 will be released to the contractor, in care of your Company, after acceptance by the Commission. The total contract amount is $10,483.00, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rm

cc - Ray D. Pollard Agency
21 11th Ave. W.
Eugene, Oregon

NOTED ON CARD
5-27-55

RECEIVED
MAY 17 1955
FOR FILING

32-3301
4222

Files

May 17, 1955

United Pacific Construction Inc.
P. O. Box 206
Eugene, Oregon

Attention: Mr. David W. Lutes, President

Gentlemen:

Just received is your letter of May 14, 1955 requesting that the warrant covering final payment due you in connection with State Highway Contract 4222, for construction of park facilities in Wallowa Lake State Park, be forwarded to you in care of the Aetna Casualty and Surety Company, Yeon Building, Portland, Oregon.

We shall be glad to comply with your request, and are so instructing our Auditor today.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: Aetna Casualty and Surety Company
Yeon Building
Portland, Oregon
Attention: O. D. Shead, Assistant Superintendent
C. H. Maison (2)

REFERRED TO
Mrs Lewis
BY SECRETARY

note on card – then place in general file

NOTED ON CARD

PHONE 3-1025

UNITED PACIFIC CONSTRUCTION, INC.
P. O. Box 206
EUGENE, OREGON

May 14, 1955

Oregon State Highway Commission
Salem, Oregon

Attention: H. B. Glaisyer
Secretary

Re: Wallowa Lake Park
Facilities, Contract
No. 4222

Dear Sir:

This will authorize you to forward the final payment which is due under the above referenced contract to United Pacific Construction, Inc., c/o Aetna Casualty and Surety Company, Yeon Building, 522 S. W. 5th Avenue, Portland 4, Oregon, to the attention of O. D. Shead, Assistant Superintendent.

Very truly yours,

UNITED PACIFIC CONSTRUCTION, INC.

By: David W. Lutes
David W. Lutes
President

DWL:ebs

cc: O. D. Shead

RECEIVED
MAY 17 1955
OREGON
STATE HIGHWAY COMMISSION

ANSWERED
H. B. GLAISYER

NOTED ON CARD

RECEIVED
SEP 30 1954
FOR FILING

52 3-61

September 29, 1954

Mr. David W. Lutes
c/o United Pacific Construction Co.
3530 Donald Street
Eugene, Oregon

Dear Mr. Lutes:

Reference is made to our telephone conversation concerning payment for work done by you during the period August 5 to September 5, 1954 in connection with State Highway Contract No. 4222.

This project is being handled by the Bridge Department by whom I am informed that the Resident Engineer on the job has not submitted the monthly estimate, at least it has not as yet been received in the Bridge Office. The Bridge Department is making an immediate search for the estimate, being that it may have been lost in the mails. Everything will be done to expedite payment to you.

We certainly regret the circumstances.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

P. S. Since dictating the above the Bridge Department contacted the Resident Engineer by telephone and learned that you were absent from the project for sometime during the work period, and he considered that you did not perform work to the value of $500. Accordingly no estimate was submitted which is in accordance with the contract provisions.

HBG

RECEIVED
MAY 18 1955
FOR FILING

B.

32-2307
4 [illegible]

May 9, 1955

REFERRED TO Query
SECRETARY
note & return to me

NOTED
FLOYD QUERY

Aetna Casualty & Surety Company
Yeon Building
Portland 4, Oregon

Attention: Mr. O. D. Shead
Assistant Superintendent

Gentlemen:

Just received is your letter of May 6, 1955 requesting that no further payments be made to United Pacific Construction Company in connection with its contract with the State Highway Commission for construction of facilities at Wallowa Lake State Park (State Highway Contract No. 4222) without your written consent. Your request will be honored by this department, and our Chief Auditor is being advised today to bear the request in mind in making future payments.

With your letter you enclosed a photostatic copy of the application of United Pacific Construction Company for a contract bond and call attention to certain paragraphs thereof concerning the assignment of funds. The State Highway Commission in the past has not honored assignments of that kind. In the event that you wish the United Pacific Construction Company to assign to the Aetna Casualty & Surety Company the remaining funds due for work performed under this contract, then the assignment must be on the Highway Commission's standard form. I will be glad to prepare the assignment upon request.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: C. H. Maison (2)

#4222

THE ÆTNA CASUALTY AND SURETY COMPANY
HARTFORD, CONNECTICUT
AFFILIATE OF
ÆTNA LIFE INSURANCE COMPANY
THE AUTOMOBILE INSURANCE COMPANY
THE STANDARD FIRE INSURANCE COMPANY

CLAIM DEPARTMENT
BERT MERRILL, ATTORNEY
YEON BUILDING

PORTLAND 4, OREGON

May 6, 1955

State Highway Commission
State of Oregon
Salem, Oregon

RE: 42 S 16101 - United Pacific Construction Company -
Contract to construct facilities at Wallowa Lake State Park

Gentlemen:

This Company is surety for United Pacific Construction, Inc. on the bond furnished in connection with the contract between United Pacific Construction, Inc. and the State Highway Commission in reference to the water distribution system; two standard 1000-gallon septic tanks and disposal fields and latrines at the Wallowa Lake State Park.

Prior to the execution of this bond, United Pacific Construction, Inc., made written application to this Company for the bond. A photostatic copy of this application, dated July 24, 1954 is attached.

We call your attention to the assignment of all remaining funds on this contract to this company as contained in paragraph Fourth and paragraphs Third and Fifth on page 3 of the application.

We are advised of unpaid bills on this job. The assignment is therefore now fully effective.

We request that no further payments be made in connection with this contract except to this company or with its written consent.

Very truly yours,

BERT MERRILL, ATTORNEY

O D Shead

BY: O.D. Shead, Asst. Supt.

ODS/am

ANSWERED
H. B. GLAISYER

S

The Ætna Casualty and Surety Company

Hartford, Connecticut

Branch Office or General Agency

Portland

APPLICATION FOR CONTRACT BOND AND AGREEMENT OF INDEMNITY

Bond Number

42 S 16101

NOTE: [illegible]

1. Full name of applicant United Pacific Construction, Inc. Age

2. Business address Box 379, Eugene, Oregon

3. Kind and amounts of bonds required: Proposal Bond $ Faithful Performance Bond $ 10,563.00

Labor and Material Bond $ Advance Payment Bond $ Maintenance Bond $

4. [illegible] amount of contract $ Date of Bid Opening 6th 19 54

5. The amount of contract is $ 10,563.00 Date contract awarded June 24, 1954

6. To whom is bond given State of Oregon, by and through its State Highway Commission

Business address Salem, Oregon

7. Give general description of proposed work and location Construct facilities at Wallowa Lake State Park in Wallowa County; 1. Water Distribution system and eight service facilities for camp sites.
2. Two standard 1000 gallon septic tanks & disposal fields.
3. Two standard latrines

8. Name and address of Engineer or Architect in charge of work State Highway Dept., Salem, Oregon

9. When work is to start 10 days Completed by 8/31/54 Penalty for non-completion not stated

10. Are any payments made in bonds, mortgages, [illegible]? none

11. Percentage retained from payments until completion 10% to 75% then 5%

12. How long must work be kept in repair after completion? 1 yr. Is this repair or maintenance guarantee limited to defects in workmanship or materials? yes If not describe guarantee fully

13. Will applicant sublet any part of the work? no Will sub-contractors be required to furnish Corporate Surety Bond?

Give full particulars

AMOUNT	CHARACTER OF WORK	NAME OF SUB-CONTRACTOR	ADDRESS	NAME OF SURETY

[illegible]

Has any member of the firm ever failed in business? [illegible]

If a corporation, answer these questions:

In what State incorporated? Oregon When incorporated? [illegible] Principal office Eugene, Ore.

References: Give any Engineers or Architects, or Owners, for whom you have done work.

NAME	ADDRESS	BUSINESS

The undersigned hereby affirm that the foregoing statements made and answers given are the truth, [illegible] are made for the purpose of inducing THE ÆTNA CASUALTY AND SURETY COMPANY, of Hartford, Conn., to become or to procure surety and [illegible] if any, [illegible] in connection with the project hereinbefore mentioned, all of which bonds are hereby applied for and [illegible] and they hereby appoint said THE ÆTNA CASUALTY AND SURETY COMPANY agent for the [illegible]

[illegible] the undersigned [illegible] called the Indemnitor(s), in consideration of said THE ÆTNA CASUALTY AND SURETY COMPANY, or any Company or Companies which it may procure to [illegible] as co-surety jointly with it (all hereinafter called the Company), executing or [illegible] it being understood that this application shall be deemed to cover all bonds [illegible] by the Company in connection with the contract hereinabove described, hereby covenant and agree with the Company, its successors and assigns, as follows:

First: The Indemnitor(s) will pay the Company the premiums herein agreed upon, to-wit:

Proposal or Bid.

If the bond be a "Proposal" or "Bid" bond, ______ Dollars, ($______) [illegible] if such "Proposal" or "Bid" bond shall, by its terms, guarantee the faithful performance of the contract, or if no bond [illegible] will be required to supersede the said bond, then the regular charge for a contract bond, as provided in [illegible] shall be paid by the Indemnitor(s). If the proposal bond is superseded by a final bond of this Company, guaranteeing the faithful performance of the contract, the premium charge for the proposal bond will be credited on the premium for the contract bond. IF THE APPLICANT IS AWARDED THE CONTRACT THE APPLICANT SHALL NOT BE OBLIGATED TO SECURE HIS "CONTRACT" BOND FROM THE COMPANY NOR SHALL THE COMPANY BE OBLIGATED TO SIGN SUCH BOND.

Contract Bond.

If the bond be a "Contract" bond or similar instrument, the terms of which guarantee the faithful performance of the contract, One Hundred Five and 63/100- - - - - - - - - - - - - - - - Dollars, ($105.63) in advance, for the term of ______ and annually thereafter a premium calculated at the rate of $ 1 ______ per $1,000 on the amount of the [illegible] contract as [illegible]. [illegible] are based, is increased or decreased, it is understood and agreed that the premium will be adjusted accordingly, calculated at the rate upon which the premium hereinabove stipulated is calculated.

Maintenance or Guarantee.

If any maintenance or guarantee of the work, after completion, is provided for in the contract, for a term exceeding one year, for which either the [illegible] agree to pay the Company in advance for the entire term [illegible] at the rate of $ [illegible] per $1,000, computed on the entire amount of the contract [illegible] until the Company shall be discharged or released [illegible] and competent written legal evidence of such discharge [illegible] at its Home Office in the City of Hartford, Conn. Where the contract bond [illegible] will be paid, as above, only until the Indemnitor(s) furnish the Company [illegible]

[illegible] the Company, and hold and save it harmless from and against [illegible] counsel and attorney fees, whether incurred [illegible] in connection with any [illegible] to enforce the obligations of [illegible]

[illegible]

Has any member of the firm ever failed in business? [illegible]

If a corporation, answer these questions:

In what State incorporated? Oregon When incorporated? 6/3 Principal office Eugene, Ore.

References: Give only Engineers or Architects, or Owners, for whom you have done work.

NAME	ADDRESS	BUSINESS

[illegible]

[illegible] will pay the Company the premiums herein agreed upon, to wit:

[illegible] Dollars, ($)

[illegible] shall, by its terms, guarantee the faithful performance of the contract, or if no bond [illegible] If the proposal bond is superseded by a final bond of this Company, guaranteeing the faithful performance of the contract, the premium charge for the proposal bond will be credited on the premium for the contract bond. IF THE APPLICANT IS AWARDED THE CONTRACT THE APPLICANT SHALL NOT BE OBLIGATED TO SECURE THE "CONTRACT" BOND FROM THE COMPANY NOR SHALL THE COMPANY BE OBLIGATED TO SIGN SUCH BOND.

Contract Bond.

If the bond is a "Contract" bond or similar instrument, the terms of which guarantee the faithful performance of the contract, One Hundred Five and 63/100 - - - - - - - - - - - - - - - - Dollars, ($ 105.63) in advance, for the term of [illegible] and annually thereafter a premium calculated at the rate of $ 7 per $1,000 on the amount of [illegible]. Should the amount of the contract herein stipulated, and upon which premiums are based, be increased or decreased, it is understood and agreed that the premium will be adjusted accordingly, calculated at the rate upon which the premium hereinabove stipulated is calculated.

Maintenance or Guarantee.

If any maintenance or guarantee of the work, after completion, is provided for in the contract, for a term exceeding one year, for which either the contract bond or any separate bond which may be executed is liable, the Indemnitor(s) agree to pay the Company in advance for the entire term [illegible] calculated at the rate of $ [illegible] per $1,000, computed on the entire amount of the contract [illegible] until the Company shall be discharged or released from any and all liability and responsibility upon said bond, and all matters arising therefrom, and competent written legal evidence of such discharge, satisfactory to the Company, is served thereon at its Home Office in the City of Hartford, Conn. Where the contract bond [illegible]

[illegible]

INDEMNITORS:

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

STATE OF Oregon

COUNTY OF Lane

Notary Public

RECEIVED
JUL 8 1954
FOR FILING

[illegible]

4222

July 28, 1954

United Pacific Construction, Inc.
P. O. Box 206
Eugene, Oregon

Gentlemen:

We enclose herewith for your files a fully executed co copy of contract No. 4222, which was awarded to you June 24, 1954 by the State Highway Commission, covering construction of Wallowa Lake Park Facilities in Wallowa County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
JUN 25 1954
FOR FILING

June 25, 1954

United Pacific Construction, Inc.
Box 206
Eugene, Oregon

Gentlemen:

The State Highway Commission on June [illegible], 1954 awarded to you State Highway Contract No. 4[illegible]2 for construction of the Wallowa Lake Park Facilities in Wallowa County. This award was based on your bid of $1[illegible],665.00 which was the low bid submitted to the Commission on that day for this project.

I enclose for your immediate information a copy of the proposal form which contains the specifications and special provisions pertaining to the job which may be useful to you pending preparation of the regular contract forms which will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr

cc S. H. Probert
H. G. Smith
R. G. Savage, SHC
G. S. [illegible]son

Enclosure

BFI-78(23) Booth Ranch Unit, Shady- 1954
Canyonville Sec., Pacific Hwy.
#4223

RECEIVED
SEP
FOR FILING

[illegible] 4223

A

Monthly transaction number 9-126	Form PR-2A (5-31-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State Oregon
Project report number BFI-78(2 6)	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	County Douglas
		Project number BFI-78(23)

The Project Agreement for the above-referenced project entered into between the 4223 undersigned parties and executed by the Division Engineer on April 26, 19 54, is hereby modified as follows:

Revised estimated total cost of project $ 770,312

Revised Federal funds $ 409,389

Other revisions

None

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 18 day of September, 19 58.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By

State Highway Engineer
(Title)

By

(Title)

By

(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

C G Polk

By /S/ C. G. Polk
Division Engineer

USComm-DC 11170

Contract No 4223

BFI- [illegible]
4223

Monthly transaction number 5-13	Fc R-2A (5- -57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	ate Oregon
	MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT	County Douglas
Project report number 8		Project number BFI-78(24)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on January 26, 19 56, is hereby modified as follows:

Revised estimated total cost of project $ 729,171.00

Revised Federal funds $ 413,191.00

Other revisions - None.

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 7th day of May, 19 58.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By M M McIsaac

Chairman, State Highway Commission
(Title)

By

Member, State Highway Commission
(Title)

By

Member, State Highway Commission
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C J Polk
Division Engineer

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

USComm-DC 11170

CP B-2222

Form PR 2 (Revised 1950)

State Oregon

Project No. BFI-78(23)

U. S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 28th day of September, 1956, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 2nd day of April, 1954, a program, which was approved on the 21st day of April, 1954, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project; and

Whereas the District Engineer of the Bureau of Public Roads approved said surveys, plans, specifications, and/or estimates on the 26th day of April, 1954, and the sum of three hundred ninety seven thousand, and 00/100 dollars ($397,000.00) as the share of the United States payable under said act on account of said project which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

CP B-2222

Form PR 2 (Revised 1950)

State Oregon
Project No. BFI-78(23)

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 28th day of September, 1956, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 2nd day of April, 1954, a program, which was approved on the 21st day of April, 1954, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project; and

Whereas the District Engineer of the Bureau of Public Roads approved said surveys, plans, specifications, and/or estimates on the 26th day of April, 1954, and the sum of three hundred ninety seven thousand, and 00/100 dollars ($397,000.00) as the share of the United States payable under said act on account of said project which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(a) By the State Proceeds of bonds as follows:

(Include date and citation of act of legislature by which authorized)

~~(b) From other sources~~

Authorized by Chapter	Oregon Laws	Amount	Date of Issue	Beginning Date of Maturities
491	1951	$15,000,000	Oct. 1, 1951	Oct. 1, 1952
491	1951	15,000,000	Mar. 1, 1952	Mar. 1, 1953
491	1951	10,000,000	Mar. 1, 1953	Mar. 1, 1954
20	1953	32,000,000	Sept. 1, 1953	Sept. 1, 1954

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between Stations 3161+78.90 and 3265+00, northwest of Myrtle Creek, length 1.949 miles, in Douglas County,

being Oregon project No. BFI-78(23), consisting of 1.769 miles of roadway and two bridges, each of more than 20 feet clear span, 0.180 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

(b) It is agreed that the Highway Department will not add nor permit the addition of any points of access to or exit from the project in addition to those approved in the plans, without the prior approval of the Secretary, and it is further agreed that the Highway Department will not permit automotive service stations or other commercial establishments to be constructed or located on the right of way, except that the State or a political subdivision may use the air space above and below the established grade line of the highway pavement for the parking of motor vehicles provided such use does not interfere in any way with the free flow of traffic on the Interstate System.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of three hundred ninety seven thousand, and 00/100 dollars ($397,000.00), which does not exceed the authorized Federal pro rata share of six hundred fifty seven thousand, three hundred sixty one and 10/100 dollars ($657,361.10), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. No payments hereunder will be made to the State as the construction of said project progresses or immediately upon its completion, and no present or immediate obligation is created by this agreement against Federal-aid funds apportioned and now unobligated and available to the State, the purpose and intent of this agreement being to provide aid to the State, as authorized by section 5 of the Federal-Aid Highway Act of 1950, in retiring annual maturities of the principal indebtedness of the bonds mentioned in Article I hereof, and as such bonds mature annually and the State requests Federal reimbursement pursuant hereto to aid in meeting such annual maturities and certifies that such bonds have been retired the Bureau of Public Roads will submit vouchers to the Secretary of the Treasury for payment to the State Treasurer, hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon, of such sums based on such annual maturities as the State shall request and as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. If in any year no Federal funds apportioned to the State shall be unobligated and available from which payments hereunder may be made there shall be no obligation on the part of the Federal Government hereunder on account of bond maturities for that year.

MAINTENANCE OF PROJECT

Article VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

Attest
SECRETARY

By
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

RECOMMENDED FOR APPROVAL:
STATE HIGHWAY ENGINEER

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By
Division Engineer,
Bureau of Public Roads.

SEP 24 1956

Oregon State Highway Department

Federal Aid Project
No. BFI-78 (23)

BOOTH RANCH SECTION

OF THE PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon; April 27, 1954

Type Code 0010
Roadway (Sta. 3169+74 to Sta. 3265+00)

All Required		Clearing and Grubbing (95%)		$ 19,000.00
330	cu. yds.	Structural Excavation, Unclassified	3.00	990.00
2,600	cu. yds.	Trench Excavation, Unclassified	2.50	6,500.00
36,600	cu. yds.	Special Borrow Excavation, Unclassified	0.85	31,110.00
272,500	cu. yds.	General Excavation, Unclassified	0.30	81,750.00
1,071,000	yd. sta.	Short Overhaul	0.015	16,065.00
29,900	C-yd. sta.	Long Overhaul	0.45	13,455.00
70,300	yd. mi.	Truck Haul on Special Borrow	0.18	12,654.00
1.77	mile	Finishing Roadbed and Slopes	1,000.00	1,770.00
5,500	lin. ft.	Rounding Cutbanks	0.20	1,100.00
80	lin. ft.	15-inch Corrugated Metal Pipe	4.00	320.00
30	lin. ft.	24-inch Corrugated Metal Pipe	6.50	195.00
170	lin. ft.	12-inch Concrete Pipe	2.00	340.00
340	lin. ft.	18-inch Concrete Pipe	3.50	1,190.00
80	lin. ft.	24-inch Concrete Pipe	4.75	380.00
480	lin. ft.	30-inch Concrete Pipe	6.00	2,880.00
350	lin. ft.	2-inch Galvanized Iron Pipe	1.25	437.50
130	cu. yds.	Class "A" Concrete	55.00	7,150.00
20,000	lbs.	Metal Reinforcement	0.13	2,600.00
340	lin. ft.	Salvaging Guard Rail	1.25	425.00
2,800	cu. yds.	Selected Roadbed Topping	1.00	2,800.00
60	M-gals.	Sprinkling	3.00	180.00
			Subtotal	$203,291.50
			10% Engr. & Cont.	20,329.15
			Total	$223,620.65

Length of Roadway	1.767 Miles
Length of 2 Structures	0.178 Mile
Total Length	1.945 Miles
Cost of Roadway per Mile	$126,553.84

Federal Funds- -	$138,000.00
State Funds- -	85,620.65
	$223,620.65

Oregon State Highway Department

Federal Aid Project
No. EFI-78(23)

BOOTH RANCH SECTION

OF THE PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 23, 1956

Type Code 0010
Roadway (Sta. 3169+65.70 to Sta. 3265+00)(Contract No. 4223)

All	Required	Clearing and Grubbing (95%)		$ 5,700.00
330	cu. yds.	Structural Excavation, Unclassified	$ 3.00	990.00
2,600	cu. yds.	Trench Excavation, Unclassified	2.00	5,200.00
36,600	cu. yds.	Special Borrow Excavation, Unclassified	0.60	21,960.00
272,500	cu. yds.	General Excavation, Unclassified	0.28	76,300.00
1,071,000	yd. sta.	Short Overhaul	0.01	10,710.00
29,900	C-yd. sta.	Long Overhaul	0.32	9,568.00
70,300	yd. mi.	Truck Haul on Special Borrow	0.16	11,248.00
1.77	miles	Finishing Roadbed and Slopes	1,000.00	1,770.00
5,500	lin. ft.	Rounding Cutbanks	0.15	825.00
80	lin. ft.	15" Corrugated Metal Pipe	3.50	280.00
30	lin. ft.	24" Corrugated Metal Pipe	6.00	180.00
170	lin. ft.	12-inch Concrete Pipe	2.00	340.00
340	lin. ft.	18-inch Concrete Pipe	3.50	1,190.00
80	lin. ft.	24-inch Concrete Pipe	4.50	360.00
480	lin. ft.	30-inch Concrete Pipe	6.00	2,880.00
350	lin. ft.	2-inch Galvanized Iron Pipe	1.00	350.00
130	cu. yds.	Class "A" Concrete	60.00	7,800.00
20,000	lbs.	Metal Reinforcement	0.12	2,400.00
340	lin. ft.	Salvaging Guard Rail	1.00	340.00
2,800	cu. yds.	Selected Roadbed Topping	1.00	2,800.00
60	M-gal.	Sprinkling	3.00	180.00
		Subtotal		$163,371.00
		10% Engr. & Cont.		16,337.10
		Total		$179,708.10

Type Code X332
Booth Ranch Bridge (Sta. 3161+78.90 to Sta. 3169+65.70)(Contract No. 4550)

All	Required	Shoring, Cribbing, Etc.		$ 32,000.00
925	cu. yds.	Structural Excavation	$ 6.00	5,550.00
30	cu. yds.	Excavation Below Elevation Shown	20.00	600.00
1,260	lin. ft.	Furnish 12" BP 53# Steel Piling	5.00	6,300.00
36	only	Drive 12" BP 53# Steel Piles	75.00	2,700.00
680	lin. ft.	Furnish 10" BP 42# Steel Piling	4.00	2,720.00
8	only	Drive 10" BP 42# Steel Piles	100.00	800.00
2,250	cu. yds.	Class "A" Concrete	65.00	146,250.00
530,000	lbs.	Metal Reinforcement	0.11	58,300.00
All	Required	Structural Steel		115,000.00
110	lin. ft.	8-inch Drain Pipe	3.00	330.00
1,600	lin. ft.	Metal Rail	11.00	17,600.00
				$388,150.00

Type Code X221
[illegible] [illegible] Interchange (Sta. 3175+05.70 to Sta. 3175+68.70)(Contract No. 4550)

320 cu. yds.	Structural Excavation	$ 5.00	$ 1,600.00
20 cu. yds.	Excavation Below Elevation Shown	20.00	400.00
720 lin. ft.	Furnish Treated Timber Piling	1.25	900.00
18 only	Drive Timber Piles	75.00	1,350.00
350 cu. yds.	Class "A" Concrete	60.00	21,000.00
85,000 lbs.	Metal Reinforcement	0.11	9,350.00
35 lin. ft.	8-inch Metal Drain Pipe	3.00	105.00
			$ 34,705.00
All Required	Work by Southern Pacific Co.		7,635.00
All Required	Work by Western Union		3,740.00
	Subtotal		$434,230.00
	10% Engr. & Cont.		43,423.00
	Total		$477,653.00

Length of Roadway	1.769 miles
Length of 2 Structures	0.180 mile
Total Length	1.949 miles
Cost of Roadway per mile	$100,060.18

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$179,708.10	$108,531.00	$ 71,177.10
Structures	477,653.00	288,469.00	189,184.00
	$657,361.10	$397,000.00	$260,361.10

State Funds for Const: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939;
Chap. 491, laws 1951; Chap. 20, laws 1953.

State Funds for Maint: Chap. 529, laws 1939.

WORK PERFORMED BY WESTERN UNION COMPANY FORCES

Rearrange Facilities for Protection During Construction	$ 2,208.00
Permanent Rearrangement of Facilities after Construction	1,502.00
	$ 3,710.00

WORK PERFORMED BY SOUTHERN PACIFIC COMPANY FORCES

Install and Remove Telltales	$ 540.00
Inspection	4,480.00
Relocate Signal Pole Line	1,010.00
Freight	40.00
Vacation Allowance	250.00
Workmen Compensation P.L. and P.W., Ins.	340.00
Unemployment and R.R. Retirement	520.00
Material Handling	40.00
Accounting	515.00
	$ 7,735.00
Estimated Salvage	100.00
	$ 7,635.00

Oregon State Highway Department

Federal Aid Project
No. BFI-78(23)

BOOTH RANCH SECTION OF THE PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, October 18, 1955

Type Code 0010
Roadway (Sta. 3169+65.70 to Sta. 3265+00)(Contract No. 4223)

All Required	Clearing and Grubbing (95%)		$ 5,700.00
330 cu. yds.	Structural Excavation, Unclassified	$ 3.00	990.00
2,600 cu. yds.	Trench Excavation, Unclassified	2.00	5,200.00
36,600 cu. yds.	Special Borrow Excavation, Unclassified	0.60	21,960.00
272,500 cu. yds.	General Excavation, Unclassified	0.28	76,300.00
1,071,000 yd. sta.	Short Overhaul	0.01	10,710.00
29,900 C-yd. sta.	Long Overhaul	0.32	9,568.00
70,300 yd. mi.	Truck Haul on Special Borrow	0.16	11,248.00
1.77 miles	Finishing Roadbed and Slopes	1,000.00	1,770.00
5,500 lin. ft.	Rounding Cutbanks	0.15	825.00
80 lin. ft.	15" Corrugated Metal Pipe	3.50	280.00
30 lin. ft.	24" Corrugated Metal Pipe	6.00	180.00
170 lin. ft.	12-inch Concrete Pipe	2.00	340.00
340 lin. ft.	18-inch Concrete Pipe	3.50	1,190.00
80 lin. ft.	24-inch Concrete Pipe	4.50	360.00
480 lin. ft.	30-inch Concrete Pipe	6.00	2,880.00
350 lin. ft.	2-inch Galvanized Iron Pipe	1.00	350.00
130 cu. yds.	Class "A" Concrete	60.00	7,800.00
20,000 lbs.	Metal Reinforcement	0.12	2,400.00
340 lin. ft.	Salvaging Guard Rail	1.00	340.00
2,800 cu. yds.	Selected Roadbed Topping	1.00	2,800.00
60 M-gal.	Sprinkling	3.00	180.00
		Subtotal	$163,371.00
		10% Engr. & Cont.	16,337.10
		Total	$179,708.10

Type Code X332
Booth Ranch Bridge (Sta. 3161+78.90 to Sta. 3169+65.70)

All Required	Shoring, Cribbing, Etc.		$ 20,000.00
925 cu. yds.	Structural Excavation	$ 5.00	4,625.00
30 cu. yds.	Excavation Below Elevation Shown	10.00	300.00
1,260 lin. ft.	Furnish 12" BP 53# Steel Piling	5.50	6,930.00
36 only	Drive 12" BP 53# Steel Piles	60.00	2,160.00
680 lin. ft.	Furnish 10" BP 42# Steel Piling	4.50	3,060.00
8 only	Drive 10" BP 42# Steel Piles	60.00	480.00
2,250 cu. yds.	Class "A" Concrete	65.00	146,250.00
530,000 lbs.	Metal Reinforcement	0.115	60,950.00
All Required	Structural Steel		106,000.00

110 lin. ft.	8-inch Drain Pipe	$ 3.50	$ 385.00
1,600 lin. ft.	Metal Rail	12.50	20,000.00
			$371,140.00

Type Code X221
Booth Ranch Interchange (Sta. 3175+05.70 to Sta. 3176+68.70)

320 cu. yds.	Structural Excavation	$ 5.00	$ 1,600.00
20 cu. yds.	Excavation Below Elevation Shen	10.00	200.00
720 lin. ft.	Furnish Treated Timber Piling	1.30	936.00
18 only	Drive Timber Piles	65.00	1,170.00
350 cu. yds.	Class "A" Concrete	65.00	22,750.00
35,000 lbs.	Metal Reinforcement	0.115	9,775.00
35 lin. ft.	8-inch Metal Drain Pipe	3.50	122.50
			$ 36,553.50
All Required	Work by Southern Pacific Co.		7,635.00
All Required	Work by Western Union		3,740.00
	Subtotal		$419,068.50
	10% Engr. & Cont.		41,906.85
	Total		$460,975.35

Length of Roadway	1.769 miles
Length of 2 Structures	0.180 mile
Total Length	1.949 miles
Cost of Roadway per mile	$100,060.12

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$179,708.10	$111,356.00	$ 68,352.10
Structures	460,975.35	285,644.00	175,331.35
	$640,683.45	$397,000.00	$243,683.45

WORK PERFORMED BY WESTERN UNION COMPANY FORCES

Rearrange Facilities for Protection During Construction	$ 2,238.00
Permanent Rearrangement of Facilities after Construction	1,502.00
	$ 3,740.00

WORK PERFORMED BY SOUTHERN PACIFIC COMPANY FORCES

Install and Remove Telltales	$ 540.00
Inspection	4,480.00
Relocate Signal Pole Line	1,010.00
Freight	40.00
Vacation Allowance	250.00
Workman's Compensation, P. L. and P. W. Ins.	340.00
Unemployment and RR Retirement	520.00
Material Handling	40.00
Accounting	515.00
	$ 7,735.00

	$ 100.00
Estimated Salvage	$ 7,635.00

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OREGON STATE HIGHWAY DEPARTMENT
(date)
September 26, 1956

ETI-78 (23)
4223

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
4223	11A Post-Final	Berke Bros. & C. R. O'Neil	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
20593	H-161707	$ 346.91	9/26/56

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: Oct. 15, 1955

Time Extensions: to Feb. 20, 1956

Completion Date: Feb. 20, 1956

Date Accepted: June 4, 1956

Penalties: None of present record

Claims: None of record

Remarks:

Date: 9-27-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer Jr
H. B. Glaisyer
Secretary

Warrant Mailed: SEP 27 1956
Ruth Rawlings

RECEIVED
AUG 29 1956
FOR FILING

PFI-78 (...)

4...

August 28, 1956

Berke and O'Neil
7923 N. E. Halsey
Portland 16, Oregon

Attention: Mr. Otley E. Berke

Gentlemen:

In reply to your letter of August 20, I am happy to advise you that the Highway Commission, at its meeting on August 16 and 17, approved my recommendation that the engineering assessment of $846.91 previously assessed on the Booth Ranch Unit, Contract No. 4223, be rescinded.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Forrest Cooper
Mr. S. H. Probert

FC:me fn

O. E. BERKE
P. R. BERKE
7923 N. E. HALSEY STREET
PORTLAND 16, OREGON

C. R. O'NEIL
CRESWELL, OREGON

BERKE AND O'NEIL

GENERAL CONTRACTORS

REFERRED TO
Cooper
By State Highway Engineer
please prepare answer.

August 20, 1956

REPLY TO:
7923 N.E. Halsey
Portland, Ore.

Mr. W. C. Williams
State Highway Engr.
Salem, Oregon.

Re: Contract No. 4223
Booth Ranch Unit
Shady-Canyonville Sect.

Gentlemen:

We wish to call your attention to our letter of July 10, 1956 in regards to the $ 846.91 engineering costs on the above job, which was withheld from the final estimate.

We are very anxious to get the books of the Joint Venture closed, and would like to get this matter settled as soon as possible, therefore we will appreciate hearing from you regarding this amount at your earliest convience.

Yours very truly,
Berke & O'Neil
Otley Berke
Otley E. Berke
Partner

NOTED
[illegible]

RECEIVED
AUG 22 1956
OFFICE OF
STATE HIGHWAY ENGINEER

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SEP 5 1956
FOR FILING

PTI - 38

4223

August 27, 1956

6655W

Berke and O'Neil
General Contractors
7923 N. E. Halsey Street
Portland, Oregon

Gentlemen:

Reference is made to your letter of July 10, 1956 protesting the deduction from your final estimate in the amount of $846.91 which represents the amount of engineering cost incurred by the State in connection with Contract No. 4223 after the specified date of completion, October 15, 1955.

Your protest was based on an alleged error committed by the State in designating a cut for topping which was unsuitable for such purposes necessitating considerable delay in finding material that was appropriate.

This matter has been investigated by the Engineering Department and has been substantiated. The facts were reported to the State Highway Commission at its meeting on August 16 at which time the Engineer recommended that the previous action of the Commission charging you with the extra engineering expense be rescinded.

You will be pleased to know that the Commission adopted his recommendation and so ordered.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: S. H. Probert
Mrs. Goldie Lewis

FORM E30—80M—11-55—90224

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 18th, 1956

SUBJECT: Booth Ranch Unit

NOTED
W. C. WILLIAMS

To: Mr. W. C. Williams
Deputy State Highway Engineer
Office

Referring to your Assignment #6605 which is attached to a letter from Berke & O'Neil, I wish to advise that I have reviewed the matter of assessment of engineering penalty on this job and recommend against attempting to collect it.

The facts are that the job was substantially completed within the time limit (October 15th, 1955) with the exception of the removal of a rock cut that had originally been specified for topping and which proved to be impractical. While the job did actually overrun somewhat in time, it in no way delayed the final completion and as stated above, I recommend the State cancel the penalty.

Forrest Cooper
Construction Engineer

FC:AR

RECEIVED
JUL 18 1956
OFFICE OF
STATE HIGHWAY ENGINEER

ASSIGNMENT

Date: July 11, 1956 No. 6605 By WCW

Description: Letter dated July 10, 1956, from Otley E. Berke, Contractor, Portland, submitting a claim to collect amount deducted for engineering cost due to delay in completing the job. Contract No. 4223, Booth Ranch Unit, Shady-Canyonville Section.

Acknowledged by_____ Referred to COOPER

__Investigate and report with recommendation
__Such action as necessary and report
__Comment or recommendation
X Return with rough draft of reply
__Prepare reply for signature of Mr.________
__Contact correspondent and report

Remarks:

PLEASE RETURN TO
[illegible]C. WILLIAMS

Executed 7-18-56 Report Received________

PLEASE RETURN TO
W. C. WILLIAMS

C. R. O'NEIL
CRESWELL, OREGON

E AND O'NEIL
RAL CONTRACTORS

NOTED
W. C. WILLIAMS

uly 10, 1956

REPLY TO:
7923 N.E. Halsey
Portland, Ore.

Re: Contract No. 4223
Booth Ranch Unit
Shady-Canyonville Sect.

t.

timate of the above job that you have charged
cost due to the job not being completed by the
evidently this was based on the rock cut which
al plans as Topping which would not pass. The
sometime before the completion date of October

ts deduction on the basis, that it was the
this cut for Topping which was unsuitable for
erable delay in finding suitable material and
of this rock cut which was entirely off our

You may consider this a formal claim to collect the above amount withheld.

Yours very truly,
Berke & O'Neil
O E Berke
Otley E. Berke
Partner.

RECEIVED
JUL 11 1956
OFFICE OF
STATE HIGHWAY ENGINEER

O. E. BERKE
P. R. BERKE
7923 N. E. HALSEY STREET
PORTLAND 16, OREGON

C. R. O'NEIL
CRESWELL, OREGON

PLEASE RETURN TO
W. C. WILLIAMS

BERKE AND O'NEIL

GENERAL CONTRACTORS

NOTED
W. C. WILLIAMS

July 10, 1956

REPLY TO:
7923 N.E. Halsey
Portland, Ore.

Mr. W. C. Williams
c/o Oregon State Highway Dept.
Salem, Oregon

Re: Contract No. 4223
Booth Ranch Unit
Shady-Canyonville Sect.

Gentlemen:

We note on the final estimate of the above job that you have charged us with $ 846.91 engineering cost due to the job not being completed by the completion date set by you, evidently this was based on the rock cut which you had set up on the original plans as Topping which would not pass. The actual grading was completed sometime before the completion date of October 15, 1955.

We herewith protest this deduction on the basis, that it was the States error in designating this cut for Topping which was unsuitable for topping. This caused considerable delay in finding suitable material and arranging for the excavation of this rock cut which was entirely off our job.

You may consider this a formal claim to collect the above amount withheld.

Yours very truly,
Berke & O'Neil
O E Berke
Otley E. Berke
Partner.

RECEIVED
JUL 11 1956
OFFICE OF
STATE HIGHWAY ENGINEER

1

RECEIVED
AUG 27 1956
FOR FILING
BFI-28(23)
4223

Salem, Oregon
August 27, 1956

Contract No. 4223

Mr. Carl Smith
Accounting Division
Office

At its meeting on August 16 - 17, 1956, the Highway Commission approved the engineer's recommendation that the engineering penalty in the amount of $846.91 on Contract No. 4223, Booth Ranch Unit, Shady-Canyonville Section of the Pacific Highway in Douglas County, be rescinded.

Deduction was made on Estimate No. 11 - Final, which was paid June 28, 1956. Will you please prepare a Post Final Voucher in the amount of $846.91 to reimburse Berke Bros. & C. R. O'Neil for this deduction.

S. H. Probert
Office Engineer

DEP:ia

RECEIVED
JUL 23 1956
FOR FILING

July 20, 1956

Oregon State Highway Commission

Gentlemen:

In April of 1956 we recommended to you that Burke and O'Neil be assessed engineering costs after completion date on Contract No. [illegible], South Beach Unit of the Shady-Canyonville Section of the Pacific Highway in Douglas County. It now appears that the information given to us in the field at that time was erroneous and that the request for engineering assessment should not have been made.

The facts now show that the job was substantially completed within the time limit, October 15, 1955, with the exception of the removal of a rock cut which had originally been specified for roadbed topping. When the cut was blasted it was found that the materials were unsuitable for roadbed topping, and the contractor had to go to another source to obtain the topping materials. While the removal of the cut that was supposed to have been used for topping occurred after expiration of the time limit, this cannot be justifiably charged to any negligence on the part of the contractor.

It is recommended that the engineering assessment, which is in the amount of $846.91, be rescinded.

This matter will be on the agenda.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me

cc Mr. S. H. Probert
Mr. Forrest Cooper
Mr. C. H. Maison

F,1105

RECEIVED
JUN 29 1956
FOR FILING

4223

OREGON STATE HIGHWAY DEPARTMENT

(date) June 27, 1956

(CONTRACT NO.) 4223	(EST. NO.) 11-Final	(CONTRACTOR) Berke Bros. & C. R. O'Neil
(VOUCHER NO.) 12764	(WARRANT NO.) R-153599	(AMOUNT) $ 4,567.90
		(DATE) 6/27/56

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: Oct. 15, 1955

Time Extensions: to Feb. 20, 1956 with penalty

Completion Date: Febr. 20, 1956

Date Accepted: Feb. 20, 1956

Penalties: None of record

Claims: None of record

Remarks:

Date: 6-28-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: [illegible]

Ruth Rawlings

NOTED ON CARD
gf

RECEIVED
JUN 18 1956
FOR FILING

BFI-78
4223

June 13, 1956

CERTIFIED MAIL

Great American Indemnity Co.
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 4223 for grading on the Booth Ranch Unit, Shady-Canyonville Section of the Pacific Highway in Douglas County was completed by the contractor, Berke Bros. & C. R. O'Neil, on February 20, 1956 and was formally accepted by the Highway Commission on June 4, 1956.

Final payment in the amount of $4,567.90 will be released to the contractor on or after June 28, 1956. The total contract amount is $184,132.35 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

RECEIVED
AUG 15 1956
FOR FILING
EFI- 18 (23)

4223

BERKE ND O'NEIL

GENERAL CONTRACTORS

June 13, 1956

Reply to:
7923 N. E. Halsey
Portland, Oregon

Mr. W. C. Williams
1st. Asst. Stte Highway Engr.
Salem, Oregon.

Dear Mr. Williams:

We are writing you regarding the Emigrant Hill Job Contract #4076 and the Booth Ranch Job Contract #4223, both bid by the Joint Venture of Berke & O'Neil.

When we met with you approximately six weeks ago, you informed us you would check with come of the other departments regarding some claims which we had filed with the State Highway Dept. for extra work and let us know the decision on them, to date we haven't heard from you, norhave we received the Final estimate on the Myrtle Creek Job. We are very anxious to get these two contracts settled so we can close out the Joint Venture Company, We will appreciate very much your early attention to the above. matter and let us know your decision.

Yours very truly,
Berke & O'Neil

Vernon C. Akins
Bookkeeper.

RECEIVED
MAY 4 - 1956
FOR FILING

[illegible]
4223

May 3, 1956

Berke Bros. & C. R. O'Neil
Route 1, Box 136 A
Pendleton, Oregon

Gentlemen:

The State Highway Commission at its meeting held on April 26 had under discussion your request for an extension of time from October 15, 1955 to February 20, 1956, inclusive, within which to complete your contract No. 4223, for grading on the Booth Ranch Unit, Shady-Canyonville Section of Pacific Highway in Douglas County.

The Highway Commission granted your request from October 15, 1955 to and including February 20, 1956 with the provision that the contractor be assessed all engineering costs incurred after October 15, 1955, excluding the cost of the preparation of the final records which shall not be assessed against you. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Tom Edwards,
Division Engineer

C. C. Gall,
Resident Engineer

Forrest Cooper,
Construction Engineer

RECEIVED
MAY 2 - 1956
FOR FILING

BFS 78(1)
4223

file

Salem, Oregon
May 2, 1956

Contract No. 4223
Booth Ranch Unit, Shady-Canyonville Sec.

Mr. C. C. Call
Resident Highway Engineer
Myrtle Creek, Oregon

At its meeting on April 26, 1956, the Highway Commission approved extension of time on Contract No. 4223, Booth Ranch Unit, Shady-Canyonville Section of the Pacific Highway in Douglas County from October 15, 1955, to and including February 20, 1956, "with the provision that the contractor be assessed all engineering costs incurred after October 15, 1955, excluding the cost of preparing final records which should not be assessed against him".

Will you please prepare a statement of your field engineering salary costs chargeable to the contractor under the above provisions for deduction on final payment. The statement should show names, classification (chainman, head chainman, etc.) rates, days worked each month and amounts paid. The statement on payroll form will do very well. Equipment rentals, gas, etc., are not to be included.

Please expedite submission of the statement so it will not hold up final payment.

S. H. Probert
Office Engineer

DBP:tb

cc: Tom Edwards

RECEIVED
APR 25 1956
FOR FILING

[illegible]
4223

April 24, 1956

Request for extension of time
No. 6
April 26 and 27 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Berke Brothers and C. R. O'Neil for an extension of time on the Booth Ranch Unit, Contract No. 4223, from October 15, 1955 to February 20, 1956, inclusive.

The contractor did not prosecute this job to the best of his ability, and, as a result, we have suffered excessive maintenance costs and inconvenience. It is, therefore, recommended that the contractor be assessed the cost of engineering incurred after the specified completion date, excluding the cost of preparation of the final records which should not be assessed against him.

Mr. C. G. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.
cc Forrest Cooper

EAP:of hi

RECEIVED
APR 18 1956
FOR FILING

[illegible]

42 [illegible]

April 17, 1956

Mr. C. O. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the Booth Ranch Contract No. 4223, Oregon BFI-78 (23), from October 15, 1955 to February 20, 1956 to Berke Brothers and C. R. O'Neil, contractors.

The contractor did not prosecute this job to the best of his ability, and as a result we have suffered excessive maintenance costs and inconvenience. It is, therefore, recommended that the contractor be assessed the cost of engineering incurred after the specified completion date, excluding the cost of preparation of the final records which should not be assessed against him.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

EAP:of

cc to: Forrest Cooper

RECEIVED
MAR 9 - 1956
FOR FILING

BFI - 78(23)
4223

March 8, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on February 20, 1956 on Contract No. 4223, Booth Ranch Unit, Shady-Canyonville Section, in Douglas County, in connection with Federal Aid Project No. BFI-78(23).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

cc: John Cattrall

[illegible]

Form E-1—1024—10-55

9

BF-1-78 (23)

ON STATE HIGHWAY DEPARTM

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

Section: Booth Ranch Unit Shady - Canyonville Section

For Week Ending: Mar. 3, 1956, 19

Kind of work: Grading

Highway: Pacific

Section prefix: 10-1095

Contractor: Berke Bros. & C. R. O'Neil

Contract number: 4223

Date of contract: June 25, 1954, 19

Date of completion: Oct. 30, 1955, 19

Date work started: June 15, 1954, 19

Estimated date of completion: Feb. 20, 1956, 19

Project authorization: $262,929.38

Exclusive of Engineering: $244,232.18

Per cent of time elapsed: 100 %

Estimated cost of completed project, exclusive of engineering: $ 210,847.00

Estimated per cent o####n or underrun: 13.67 %

Per cent of contract completed, based on total contract price: 100 %

Engineering authorization: $ 18,618.20

Engineering cost to date $ 17,267.00, 92 %

Date project was completed: Feb. 20, 1956, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Final estimate has been submitted.

FINAL REPORT

RECEIVED
MAR 5 1956

NOTED
W. T. WRIGHT

NOTED
L. H. Young

Signed: C C Hall

Address: Box 466, Myrtle Creek

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 89712

	GRADING	SURFACING	MA[illegible]ANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
s in project	1.77	SPECIAL BORROW	TOPPING		
s partially completed	all				
s completed	"				
l estimated quantities (contract)	273,000	38,000	2,800		
l quantities corrected to date	250,488	34,227	5,272		
imated quantities moved or placed to date	All	all	all		
erage daily quantities					
erage daily quantities necessary to complete project on time					
ber shifts per day					
rs per shift					
erage force on project for week					

n

pervision

n and trucks under 3 tons

and trucks over 3 tons

n and tractors

uipment used during week: Shovels ...., Power graders ...., Rollers.........., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
day	cloudy AM rain PM		
nday	cloudy		
esday	lt rain		
ednesday	showers		
ursday	cloudy		
iday	cloudy rain late PM		
turday	cloudy		

ECEIVED
NOV 29 1955
OR FILING

1-78 (23)
4223

B

November 29, 1955

Great American Indemnity Co.
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

It is the intention of the State Highway Commission to release to Berke Bros. & C. R. O'Neil a portion of the funds heretofore retained by the Commission on contract No. 4223, for grading on the Booth Ranch Unit, Shady-Canyonville Section of the Pacific Highway in Douglas County.

This payment, in the amount of $26,016.55, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $5,553.54. The present payment will be released on or after December 9, 1955.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

gl

Secretary

NOTED ON CARD

gl

RECEIVED
AUG 1 - 1955
FOR FILING

[illegible] 78 (23)

4 [illegible]

THE CALIFORNIA OREGON POWER COMPANY

Medford, Ore.

C
O
P
Y

July 27, 1955

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Attention: Mr. W. C. Williams
Deputy State Highway Engineer

Dear Mr. Baldock:

I appreciate your prompt reply of July 26 with which you enclosed two claim vouchers; on covering the relocation of pwoer lines between Medford and Talent on U. S. 99 and the other, relocation of power lines on U. S. 99 east of Creswell on the Goshen-Coast Ford section. These vouchers total $330.64 and $27,537.29, respectively, and are reworded in accordance with the advice of our Attorney as set forth in my letter of July 25, 1955.

The two vouchers referred to above have been certified and are returned herewith for processing.

Very truly yours,

/s/ F. C. Bash

F. C. BASH
Vice President and Treasurer

FCB:po
Enclosures

Photocopy referred
to Mr. Maison
with above encls.

FORM E-129 50M REVISED

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

RECEIVED
JUL 27 1955
FOR FILING

July 26, 1955

Mr. F. C. Bash
Vice President and Treasurer
The California Oregon Power Company
Medford, Oregon

Dear Sir:

We are returning herewith, revised vouchers in connection with the relocation of power lines between Medford and Talent on U.S. 99, and east of Creswell on the Goshen-Coast Fork Section of U.S. 99.

Our attorneys see no difference in the legal effect of the wording on our orginal voucher and the wording as suggested in your letter. However, as it is desirable in accordance with our accounting procedure to set forth each claim on a separate voucher, we are herewith submitting two vouchers using the wording as suggested in your letter.

We trust that this will be satisfactory and that you will be able to certify the vouchers and return them for processing.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: W C Williams
W. C. Williams
Deputy State Highway Engineer

NOTED
State Highway Engineer

WCW:cg

Enclosures

cc: C. H. Maison
C. W. Enfield
J. W. DeSouza

THE CALIFORNIA OREGON POWER COMPANY

IN REPLY PLEASE REFER
TO OUR FILE NUMBER

MEDFORD, OREGON

July 25, 1955

NOTED
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Attention: Mr. W. C. Williams
Deputy State Highway Engineer

Dear Mr. Baldock:

This will acknowledge your letter of July 20, 1955, enclosing your claim vouchers in the respective amounts of $2,040.21 and $27,867.93. The voucher in the amount of $2,040.21 covers in full our claim for moving our facilities on the Booth Ranch Unit, Shady Canyonville Section of the Pacific Highway, is certified as such and is enclosed herewith.

We are unable to certify the claim voucher in the total of $27,867.93, however, inasmuch as this amount represents only a portion of our claims in respect of which it is tendered and we are advised by our attorneys that the voucher is not in satisfactory form for certification of such partial payment. We desire, of course, to cooperate with you in minimizing the interest which is accruing on our claims and would be willing to accept your tender of $27,867.93 on the claims to which it relates provided the main body of the voucher is revised to read as follows:

"12/16/53 J/O M-5456. Relocation of power lines between Medford and Talent on Medford-County Farm Section of U.S. 99	$ 1,735.10
10/29/54 J/O R-634 and 639, S/O R-4373, relocation of power lines east of Creswell on Goshen-Coast Fork section of U.S. 99	39,734.70

It is understood that this payment is made and accepted without prejudice to either party regarding further negotiations or legal actions as to the final total compensation which should be paid, and that the payee named herein shall execute and deliver to the State of Oregon by and through its State Highway Commission appropriate bargain and sale deeds conveying the lands, or easements therein, located within the present highway right of way from which the poles, wires and fixtures of the payee have been removed.

TOTAL OF CLAIM	$ 41,469.80
Amount disallowed as agreed	57.98
Amount in dispute	13,543.89
Amount allowed in this voucher without prejudice, as stated above	$ 27,867.93"

We are looking forward to conferring with you at an early date with respect to the settlement of the remainder of our claims on the above job orders as well as on the claims mentioned in the last paragraph of your letter of July 20, 1955.

We believe you can appreciate the reason for the requested revision of the voucher. In its present form it shows $27,867.93 as the "Total of Claim" on the job orders stated therein. In the certificate which we are required to sign on the voucher we must certify "that the foregoing account is correct and just". We could not make this certification of the voucher in its present form.

We return herewith your voucher in the amount of $27,867.93 unsigned in order that the foregoing revisions may be made.

Very truly yours,

F. C. BASH
Vice President and Treasurer

FCB:po
Enclosures

RECEIVED
JUL 26 1955
OFFICE OF
STATE HIGHWAY ENGINEER

July 20, 1955

C
O
P
Y

Mr. F. C. Bash
Vice President and Treasurer
The California Oregon Power Company
Medford, Oregon

Dear Sir:

We are enclosing herewith our claim voucher in the amount of $27,867.93, covering reimbursement to you for moving facilities on the Medford-County Farm Section of the Pacific Highway between Medford and Talent, in the amount of $330.64, and reimbursement on the Goshen-Coast Fork Willamette River Section of the Pacific Highway, in the amount of $27,537.29.

You will note that on the face of the claim voucher we have placed a statement to the effect that the total amount is being paid with prejudice to either party, and that you will execute and deliver to the Commission appropriate bargain and sale deeds transferring the lands or easements on which your facilities were previously located and now have been removed.

We are also enclosing a claim in the amount of $2,040.21 for moving your facilities on the Booth Ranch Unit, Shady-Canyonville Section of the Pacific Highway on which there has been no dispute.

You have submitted claims in the amount of $13,973.30 for moving and re-establishment of your transmission lines and, in the amount of $13,091.41, for the moving and re-establishment of your distribution facilities in Central Point. These claims have not yet been fully investigated and analyzed; therefor final action necessarily is being deferred until our conference in the near future.

Very truly yours,

R. H. Baldock
State Highway Engineer

By:

W. C. Williams
Deputy State Highway Engineer

WCW:cg

cc Mr. R. H. Baldock
Mr. C. W. Enfield
Mr. H. G. Smith
Mr. Tom Edwards
Mr. C. H. Maison

RECEIVED
AUG 1 - 1955
FOR FILING
FORM E-80 37,500 4-52

BFI-78(23)

4223

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

C O P Y

Salem, Oregon
July 20, 1955

SUBJECT:

To:

Mr. C. H. Maison
Auditor
OFFICE

Dear Mr. Maison:

In connection with payment to COPCO for moving transmission line facilities, I would suggest a draft of a letter from Mr. Williams somewhat as follows:

> Herewith please find claim voucher, in the amount of $27,867.93, covering reimbursement to you for moving facilities on the Medford-County Farm Section of the Pacific Highway, in the amount of $330.64, and reimbursement on the Goshen-Coast Fork Willamette River Section of the Pacific Highway, in the amount of $27,537.29.
>
> You will note that on the face of the claim voucher we have placed a statement to the effect that the total amount is being paid without prejudice to either party and that you will execute and deliver to the Commission appropriate bargin and sale deeds transferring the lands or easements on which your facilities were previously located and now have been removed.
>
> A separate claim, in the amount of $2,040.21, regarding which there has been no dispute on the Booth Ranch Section of the Pacific Highway, is being processed and will be forwarded to you separately.
>
> You have submitted claims, in the amount of $13,973.30, for moving and re-establishment of your transmission lines and, in the amount of $13,091.41, for the moving and re-establishment of your distribution facilities in Central Point. These claims have not yet been analyzed and checked by our Accounting Department and final action necessarily is being deferred.

I have stated the names of the sections involved as I recall them, but I understand you will make a check on the designations.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. W. C. Williams

THE CALIFORNIA OREGON POWER COMPANY

IN REPLY PLEASE REFER
TO OUR FILE NUMBER

MEDFORD, OREGON

July 12, 1955

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Baldock:

This will refer to discussions between representatives of the Department and this Company held on July 6, 1955, in your office, concerning the sums due this Company from the Department on account of power line relocations during the period from December 1952 to May 1955. The sums so due total $71,550.15.

It is our understanding that the Department desires to make a payment of $50,000 to the Company at this time in partial settlement of the total amount due, leaving a balance due to be settled later. The Company will accept such payment on account, since it will decrease the amount of interest accruing on this obligation. It does so, however, on the express condition that such payment shall not be considered as full settlement of the amounts due or as anything other than a payment on account. The check or any voucher accompanying the check making this payment should be consistent with this understanding.

Since this constitutes partial payment of the total amount due, we would prefer to have it made in a round sum. We look forward to an early settlement of the balance which will be due after the proposed partial payment.

Very truly yours,

F. C. BASH
Vice President and Treasurer

FCB:po

RECEIVED
[illegible] 1955
[illegible]

THE CALIFORNIA OREGON POWER COMPANY

IN REPLY PLEASE REFER
TO OUR FILE NUMBER

MEDFORD, OREGON

RECEIVED

June 3, 1955

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Baldock:

This will refer to my letter of April 21, 1955, replying to your letter of March 21, 1955, with respect to this Company's billing for relocation of portions of our Line 12 along U. S. 99. We believe it to be in the best interest of the state as well as the Company to have the amount due us paid as soon as possible, inasmuch as the amount involved is substantial and interest thereon is not inconsequential.

We shall appreciate your early advice on this matter.

Very truly yours,

F. C. BASH
Vice President and Treasurer

FCB:po

RECEIVED
JUN 6 1955
OFFICE OF
STATE HIGHWAY ENGINEER

FORM 230—90M—4-54—74986

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 5, 1955

SUBJECT: Replacement of transmission line between Goshen and Coast Fork on U.S. 99

To: R. H. Baldock

In analyzing the attached letter from the California Oregon Power Company, it seems that the strongest argument against our cost distribution formula is the fact that the State of California apparently provides for the same segregation of costs as provided in the original bill submitted by the Power Company. However, as only certain extracts are made of the California code, this might not be true in all instances.

On page 1, paragraph 2 of their letter, they state that the formula submitted by us is novel and an inequitable approach to the cost distribution problem. The formula is not a novel idea, but is practically the same formula that the Portland General Electric Company uses in billing us for relocation of their transmission lines. In the same paragraph, they say that we agree in principal with paragraph 1 and 2 of our cost distribution formula, but believe that paragraph 2 was incorrectly applied on our Exhibit B. I am not certain what they mean by this statement, but am assuming they are referring to the additional poles in the relocation. In my opinion, we have been more than fair in the distribution of costs for this item as several of the additional poles installed were double poles which would of course, make the unit price per pole much cheaper. We did not take this into consideration but are willing to pay for the entire cost of the twelve additional poles based on a single pole unit cost. It might also be pointed out that the necessity of the additional poles, higher poles, steel cross-arms, etc., has not been questioned, but it is entirely possible that some of the additional poles may not have been necessary.

There could probably be three ways of settling this claim.

(1) The Highway Department to buy out the interest of the Power Company for their displaced line based on the depreciated value of the original cost. The Power Company could then replace the line or not as they saw fit. I do not believe this would be fair to the Power Company as they would then be paying practically the entire amount of the increased costs of new installations.

(2) The Highway Department to pay the entire cost of the replacement less credit for the depreciation that had been charged on the facilities removed and less the depreciated value of salvage materials. This is the formula used by the California Oregon Power Company and under this procedure, the Power Company would obtain the new line at the same cost as the original cost of the displaced line less the depreciation sustained. In my opinion, this is unfair to the Highway Department.

(3) The third way of settling this and other claims, would be as set forth in our proposed formula which I believe to be an equitable distribution of costs, as it provides a method of allocating increased costs between the Power Company and the Highway Department. Under this method, if the existing facilities were relatively new the Highway Department would pay for the major portion of the additional costs while on the other hand, if the existing facilities were old and would have to be replaced in the course of continued operations in the near future, then the major portion of the cost would be paid by the Power Company.

I would suggest that the complete file on this subject be reviewed by our Chief Counsel and probably a discussion should be held with the Power Company officials. Also that in the future, agreements be entered into with the several utility companies as to just what portion of the costs for replacing transmission lines would be paid for by the Highway Department.

C H Maison

C. H. Maison
Auditor

CHM:cg

THE CALIFORNIA OREGON POWER COMPANY

IN REPLY PLEASE REFER
TO OUR FILE NUMBER

MEDFORD, OREGON

April 21, 1955

Mr. R. H. Baldock,
State Highway Engineer,
Oregon State Highway Department,
Salem, Oregon.

Dear Mr. Baldock:

We have reviewed your letter of March 21, 1955, and Exhibits A and B attached thereto, in which you propose to reduce our billing for the relocation of portions of our Line 12 along U.S. 99 by $12,197.41. We accept the disallowance of $57.98 on Work Order 4733, resulting in a corrected net billing of $39,676.72. We cannot agree, however, that the further reduction of our billing to $27,537.29, as you propose, is proper.

We agree in principle with paragraphs 1 and 2 of the cost distribution formula stated on the first page of your letter, though we believe that paragraph 2 was incorrectly applied in the calculations on your Exhibit B. Paragraph 3 of your formula, however, reflects a novel, and in our opinion, an inequitable approach to the cost distribution problem and bears no relation to the alleged credit deficiency which you apparently seek to correct.

According to the second paragraph of your letter, it is your view that our billing did not give proper credit to the State of Oregon "for betterment and/or improved facilities resulting from the relocation." Under paragraph 3 of your formula, you take credit for depreciation accrued by the Company on the replaced property as though it had been accrued on the replacement property. In our calculation, we allowed the State a credit for depreciation actually accrued on our books on the replaced property. Since the depreciation credit is the principal difference between your calculation and ours, we assume that by it you intended to take what you consider to be proper credit [illegible] betterments and improvements resulting from the relocation.

We can see no logical relationship between the credit deficiency of which you complain and the depreciation credit which you propose. While, as we have shown below, no improvement to our system resulted from the relocation, even assuming that it did, we fail to see how the value of any improvement can be properly measured by the difference between the reproduction [illegible] credit which you propose and the one [illegible] allowed. The difference between these two credits arises solely from the effect of inflation upon capital costs and is in no wise related to the existence or extent of any improvement in our facilities resulting from the relocation. Therefore, assuming the existence of any improvement for which the State should properly be given credit, it is obvious that the reproduction cost depreciation credit which you propose could not properly give that credit.

Further, we cannot agree that the relocation of our Line 12 constituted any betterment or improvement of our facilities. The relocation did not involve a continuous section of the line, but consisted of the placement of higher poles over two short sections and higher poles and new alignment over three other sections. These small sections of new line and higher poles neither improve the operating efficiency nor increase the capacity of the line. The new sections are comparable to replacing links in an old chain.

The only possible benefit to the Company of the relocation arises from the theoretically longer life of the replacement property. Whether or not this is an actual benefit is speculative and cannot now be determined. Based upon past experience, it is entirely possible that by the time the remaining life of the original line has expired, changes in design or operating requirements would render the theoretically longer life of the replacement property of no real benefit to the Company.

Under your proposal, the Company would be required to invest $12,139.43 in facilities which will add nothing to the capacity of its system or otherwise enable it to perform any more or any better service to the public. In effect you would require the Company to bear the full effect of capital cost inflation through expenditures which certainly would not be incurred at this time, and quite possibly would never be incurred, except at the request and for the purposes of the Highway Department. We say that the Company might never be required to incur this expense because (a) no one can predict what price levels will obtain at such future time as the Company would have replaced the facilities involved in the ordinary course of business, and (b) operating conditions may so change before expiration of the lives of the replaced facilities that they would never be replaced. The Company should not be required to assume the risk that the replacement property would ultimately have had to be installed by it, at present day prices.

The Company is entitled to a fair rate of return from its rate payers, upon its investment prudently made. The expenditure of capital funds to replace, at inflated costs, perfectly adequate existing facilities years before such replacement is necessary, might well be considered not a prudent investment which the Company can require its rate payers to support. As a practical matter, the $12,139.43 would be an uncompensated investment by the Company in any event, for its rates cannot be changed to compensate for each individual investment, nor would the investment make possible the delivery of a single kwh which could not have been delivered via the old facilities.

It seems clear to us that it would not be equitable to require either the Company or its rate payers to support an investment required for non-utility purposes, which adds nothing to its ability to serve the public. The depreciation credit to which the State is entitled is that accrued on the Company's books against the replaced property.

We know of no Oregon statutes governing this matter. However, the Company also operates in California, and the California statute providing for compensation to utilities for relocation of facilities for freeway construction is consistent with our position. Among the credits to the highway department specified in Section 705 of the California Streets and Highways Code is the following:

> "(3) If a new facility or portion thereof is constructed to accomplish such removal or relocation, an allowance of an amount bearing the same proportion to the original cost of the displaced facility or portion thereof as the age thereof bears to the normal expected life thereof." (emphasis added)

The provision of the California statute regarding credit to its highway department for betterment resulting from relocation of utility facilities is also of interest. Section 705 (1) of the California Streets and Highways Code provides for a credit:

> "In the amount of any betterment to the utility facility resulting from such removal or relocation, not in excess of the cost of the increased capacity of the facility." (emphasis added)

It will be seen that under that statute, betterment credit is not to exceed the cost of the increased capacity of the facility. Insofar as the relocation of Line 12 between Goshen and the Coast Fork of the Willamette River is concerned, the betterment allowance under this principle would be zero, for no increased capacity has resulted from the relocation.

We believe that we are equitably entitled to reimbursement in the amount of our original billing, adjusted to $39,676.72.

Very truly yours,

F Bash

F. C. Bash,
Vice President and Treasurer

GDR:E/

RECEIVED
APR 26 1956
OFFICE OF
STATE HIGHWAY ENGINEER

ECEIVED
OCT 15 1954
FOR FILING
F1-7663
4223

Salem, Oregon
October 15, 1954

Mr. W. C. Crews
Utilities Permit Supervisor
Building

Dear Mr. Crews:

We have received in this office a fully executed copy of the agreement between the State Highway Commission and the California-Oregon Power Company re moving of power poles on the Booth Ranch Unit, Shady-Canyonville Section of the Pacific Highway, including permit to establish the lines on new location on State property.

This copy is for the Commission's files and is being filed as Misc. C & A #1596.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

rn

RECEIVED
OCT 13 1954
FOR FILING

SF1-46
42
IN REPLY PLEASE REFER
TO OUR FILE NUMBER

THE CALIFORNIA OREGON POWER COMPANY

PIONEERS IN PUBLIC SERVICE

MEDFORD, OREGON

October 11, 1954

RECEIVED
OCT 12 1954
LEGAL DEPT.

Oregon State Highway Department
Salem, Oregon

Attention: Mr. J. W. DeSouza
Assistant Counsel

Gentlemen:

Subject: File R 20653
California Oregon Power Company
Moving of power line
Booth Ranch Unit, Shady-Canyonville Sec.
Pacific Highway, Douglas County

This will acknowledge receipt of your letter of October 4, 1954 relative to the above subject.

Enclosed is the original agreement under date of September 23, 1954 which has been duly executed by the proper officials of this Company and is being returned to you for your file.

Very truly yours,

THE CALIFORNIA OREGON POWER COMPANY

C. D. Wood

C. D. Wood

CDW:lr
Enc.

NOTED
H. B. GLAISYER

REFERRED TO
Mrs. Nelson
BY SECRETARY

Mr. Crews
further handling

to file.
please inform Mr. Crews
re the file no. etc.
HBG

RECEIVED
OCT 18 1954
FOR FILING

[illegible]

Salem, Oregon
October 1, 1954

MISC. CONTRACTS and
AGREEMENTS No. [illegible]

Mr. J. W. DeSouza
Assistant Secretary
Office

Attached hereto for further handling are six copies of an agreement with the California-Oregon Power Company relative to moving of power poles on the Booth Ranch Unit, Shady-Canyonville Section of the Pacific Highway, including permit to establish the lines on a new location on State property.

Two copies of the above agreement have been executed by the Highway Commission and are now ready for the signatures of the proper officials of the Power Company. When fully signed please return one copy to this office for the Commission's files. One conformed copy has been retained in this office.

Secretary

rn
Attach:6

10-1-54 HBD has conformed Copy

REFERRED TO [illegible]
BY SECRETARY

to file

(NOA 6-A)

NOA 6!

FORM E-30 25M 9-51 52315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 22, 1954

File 20653
SUBJECT: California Oregon Power Company
Agreement for moving of Power Line
Booth Ranch Unit, Shady-Canyonville Sec.
Pacific Highway, Douglas County

To: Mr. W. C. Williams
Deputy State Highway Engineer
OFFICE

Dear Mr. Williams:

Herewith I return to you file covering proposed agreement relative to moving of power poles by Copco on the Booth Ranch Unit, Shady-Canyonville Section of the Pacific Highway, including permit to establish the lines on a new location on State property.

The instrument has been rewritten for the reason that as originally prepared it recited that the new line would be located on the highway right of way, and contained a further obligation on the part of the Commission to pay for any future moving of the poles.

This commitment to pay for future moving would be objectionable if the line is relocated within the highway right of way as, in that instance, Copco could occupy the right of way only by virtue of the legislative franchise granted by ORS 758.010, which would authorize the Commission to order the location of the line to be changed at any time when the Commission may deem it expedient.

The true fact is, however, that the new line will be located upon property acquired by the Highway Commission as a source for highway construction and maintenance materials so that the legislative enactment in regard to highway rights of way would not apply. Under these conditions it does not appear too objectionable for the Highway Commission to assume the responsibility for the expense of future moving.

Very truly yours,

J. W. DeSouza
J. W. DeSOUZA
Assistant Counsel

JWD:mb
Encs.

cc: Mr. W. C. Crews

approved

RECEIVED

FORM E-30X 37½ 3-54 79730

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 24, 1954

SUBJECT:

NOTED
W. C. WILLIAMS

To: Mr. Tom Edwards
Division Engineer
State Highway Department
Roseburg, Oregon

Dear Sir:

The subcontract between C. R. O'Neil and Berke Brothers, and Lockyear and White, covering Items 18 and 19, on the Booth Ranch Contract No. 4223, Oregon BFI-78 (23), is approved and you may so inform the interested parties.

Four copies of the subcontract are returned herewith for distribution.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:of

Encls.

cc to: W. C. Williams
C. G. Polk (2)

RECEIVED
FOR FILING

[illegible]

[illegible]

July 28, 1954

Berke Bros. & C. R. O'Neil
Route 1, Box 136 A
Pendleton, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4223, which was awarded to you June 25, 1954 by the State Highway Commission, for grading on the Booth Ranch Unit, Shady-Canyonville Section of the Pacific Highway in Douglas County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED

FOR FILING

RFI

June 23, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on June 15, 1954 on contract No. 4223, Booth Ranch Unit, Shady-Canyonville Section, in Douglas County, in connection with Federal Aid Project No. RFI-78 (23).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DBP:tp

RECEIVED
FOR FILING

file

AGENDA
AUG 9 1954

3 a 1

June 25, 1954

Berke Bros. & C. R. O'Neil
Route 1, Box 136 A
Pendleton, Oregon

Gentlemen:

The State Highway Commission on May 11, 1954 accepted your proposal for grading the Booth Ranch Unit, Shady-Canyonville Section of the Pacific Highway in Douglas County for the sum of $165,015.00 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been satisfied. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 4223.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By
Floyd Query, Assistant Secretary

jmc

cc: R. G. Savage (SIAC)
H. G. Smith
S. H. Probert
Goldie Lewis

E. K.

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a full rate telegram
FULL RATE TELEGRAM ☐
DAY LETTER ☐
NIGHT LETTER ☐

$
S
E

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206 10-51

INTERNATIONAL SERVICE
Check the class of service desired; otherwise the message will be sent at the full rate
FULL RATE ☐
LETTER TELEGRAM ☐
SHIP RADIOGRAM ☐

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

11:10 a. m.
June 25, 1954

Berke Bros. & C. R. O'Neil
Route 1
Pendleton, Oregon

Contract for grading Booth Ranch Unit, Shady-Canyonville Section of Pacific Highway in Douglas County for which you submitted low bid on May 11, 1954 awarded you today. Contract forms follow shortly.

Floyd Query, Assistant Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Accounting (5003-900)
Files ✓
C. W. Head

Very truly yours,

C G Polk
C. G. POLK
District Engineer

[illegible] JUN 29 1954 [illegible]

2

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

June 25, 1954

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired for Oregon Project BFI-78(23), Booth Ranch Unit, Shady-Canyonville Section of the Pacific Highway, we hereby concur as of this date in award of Contract No. 4223 to Berke Bros. and C. R. O'Neil of Pendleton, Oregon, low bidder in the amount of $165,015.00 at the May 11, 1954 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
JUN 29 1954
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 28 1954
FOR FILING

June 25, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for grading work on the Booth Ranch Section of the Pacific Highway in Douglas County, Project BFI-78 (23) to Berke Bros. and C. R. O'Neil of Pendleton, Oregon, on the basis of the bid of $165,015 submitted on May 11, 1954.

All rights of entry required for this contract are acquired.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

SHP:gs

RECEIVED
MAY 14 1954
FOR FILING

RF1-29(53)

[illegible]

RFI-78(2)

May 13, 1954

[illegible] Bros. & C. R. O'Neil
Route [illegible], Box [illegible]
Pendleton, Oregon

Gentlemen:

The State Highway Commission on May 11, 1954 accepted your bid in the amount of $165,015.00 for grading the Booth Ranch Unit, Shady-Canyonville Section of the Pacific Highway in Douglas County, which was the low bid received for that job. The Commission referred the bid to the Engineer with authority to award the contract to you as soon as certain conditions have been satisfied.

I enclose for your immediate information a copy of the proposal form pertaining to this job for use by you pending receipt of the contract and bond forms. Your attention is particularly called to the paragraphs on page 5 under the heading "Restriction on Commencement of Work".

Respectfully yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By

Floyd Query, Assistant Attorney

ehr

cc S. H. Probert
H. G. Smith
R. G. Savage, SIAC

C. R. O'Neil
Route [illegible], Box [illegible]
Creswell, Oregon

RECEIVED
FOR FILING

File

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

[illegible]

B71-78 (23)

April 26, 1954

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project BFI-78(23), Booth Ranch Unit, Shady-Canyonville Section of the Pacific Highway in Douglas County. This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending notification that all rights of way or rights of entry have been acquired.

Very truly yours,

C G Polk

C. G. POLK
District Engineer

RECEIVED
MAY 6 1954
STATE HIGHWAY [illegible]

RECEIVED
MAR 1 8 1954
FOR FILING

[illegible]

4333

March 17, 1954

Oregon State Highway Commission

Gentlemen:

We have completed the location survey for US99 between Booth Ranch and Myrtle Creek, and I attach hereto a map indicating the new location. This now completes all of the location survey on US99 between Eugene and Canyonville, and you have previously approved location surveys on all the other sections.

This matter will be on the next agenda, and I recommend your approval of the survey as indicated.

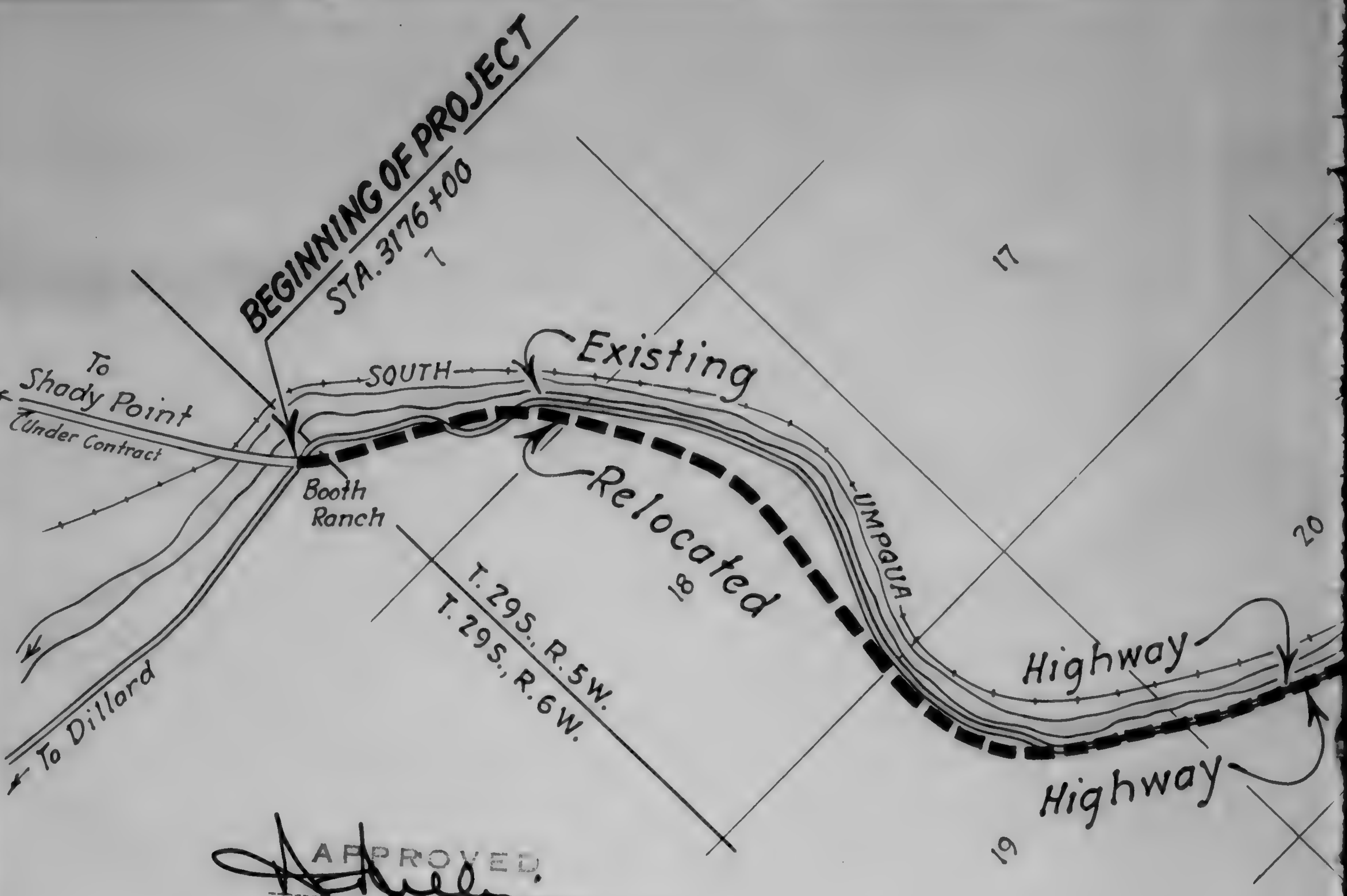
Very truly yours,

R. H. Baldock
State Highway Engineer

Enclosure

cc Mr. H. G. Smith
WCW:me fp

map removed + given to Mr Williams
3-31-54


BEGINNING OF PROJECT
STA. 3176+00
7
17
To Shady Point
(Under Contract
SOUTH
Existing
Relocated
UMPQUA
Booth Ranch
18
20
T. 29S., R. 5W.
T. 29S., R. 6W.
Highway
Highway
To Dillard
19

APPROVED
DEPUTY STATE HIGHWAY ENGINEER
Date 3-16-54

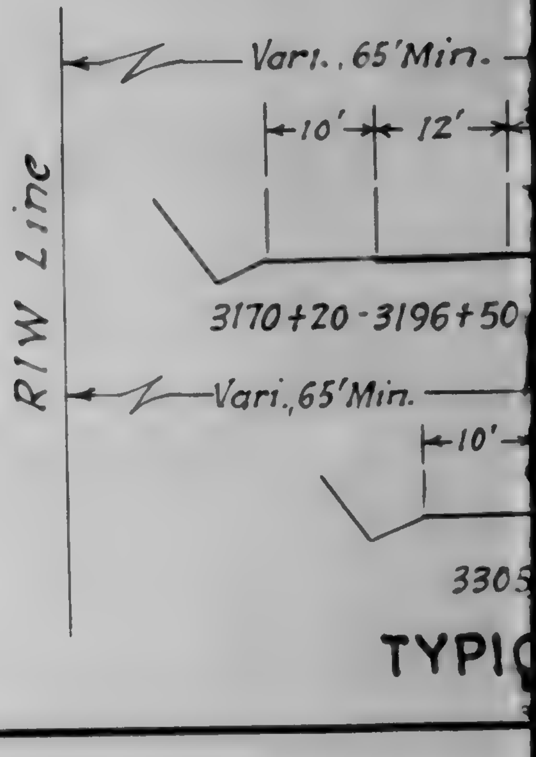
OREGON STATE HIGHWAY DEPARTMENT
Survey Approval Map

BOOTH RANCH-MYRTLE CREEK SECTION

PACIFIC HIGHWAY
DOUGLAS COUNTY

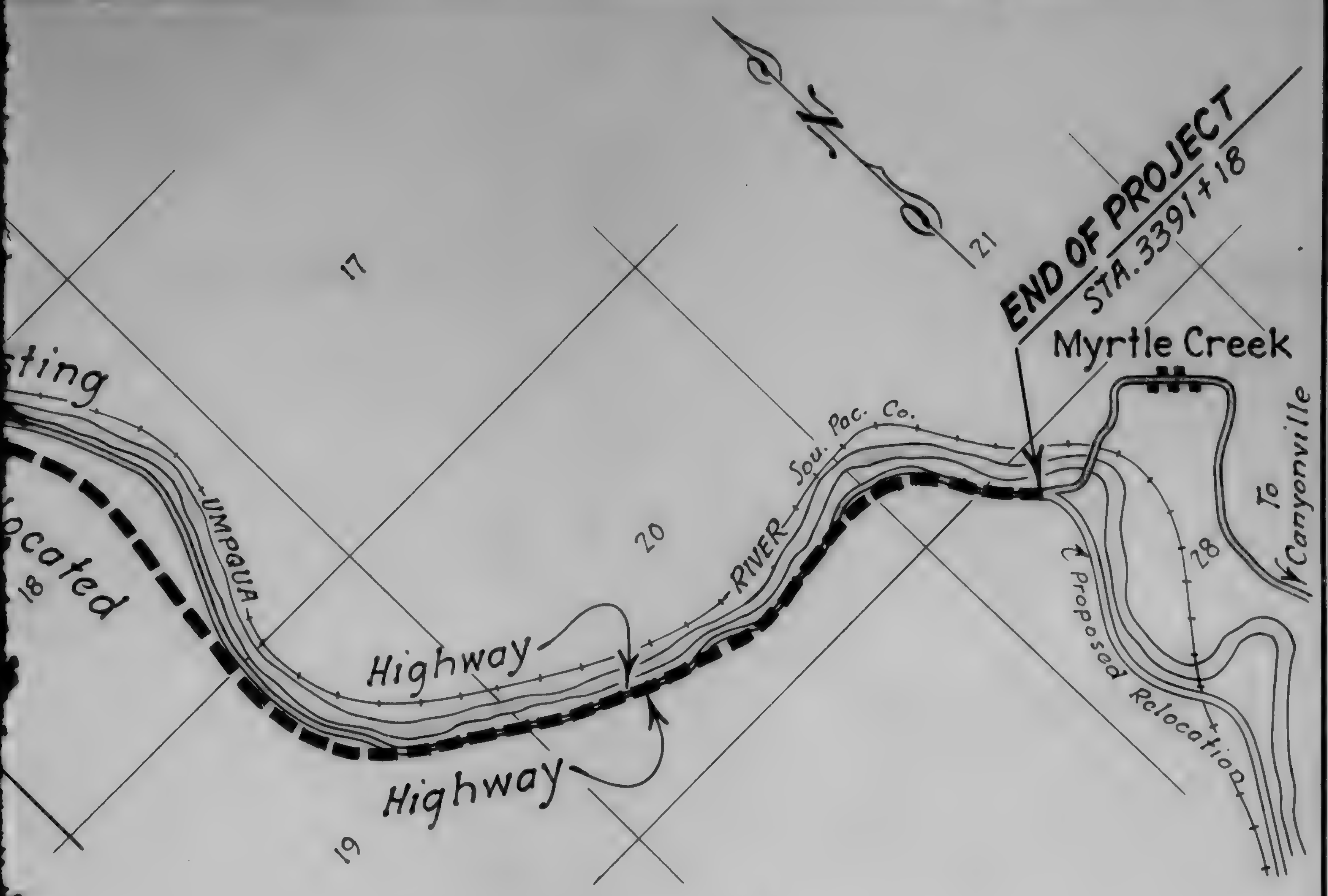
Scale: 1"= 2000'   Mar., 1954

For Details see 7B-27-4 & 7B-27-5


R/W Line
Vari., 65' Min.
10'
12'
3170+20-3196+50
Vari., 65' Min.
10'
3305

TYPIC

1R-5-527

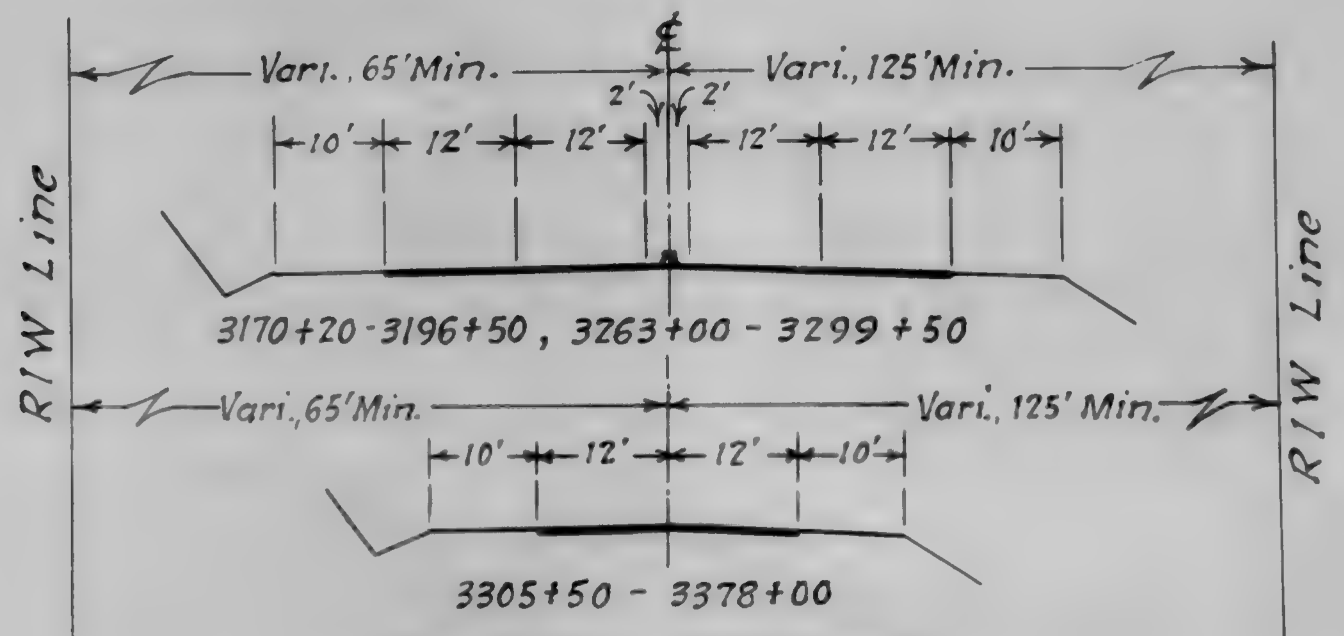

sting
ocated
18
17
N
21
END OF PROJECT
STA. 3391+18
Myrtle Creek
Sou. Pac. Co.
UMPQUA
RIVER
20
Highway
Highway
19
28
℄ Proposed Relocation
To Canyonville

MENT

EK SECTION

1954

B-27-5


℄
Vari., 65' Min.
Vari., 125' Min.
2'
2'
10'
12'
12'
12'
12'
10'
R/W Line
R/W Line
3170+20 - 3196+50 , 3263+00 - 3299+50
Vari., 65' Min.
Vari., 125' Min.
10'
12'
12'
10'
3305+50 - 3378+00

TYPICAL SECTIONS

BF-72(2) Sherman Jct.-Willowdale Sec., 1954
The Dalles-California Hwy.
#4224

W. C. Williams

A

RECEIVED
JAN 11 1957
FOR FILING

FILED
W. C. WILLIAMS

January 4, 1957

FINAL COST ANALYSIS

Sherman Jct.-Willowdale
Contract No. 4224
BF-72(2)
F-72(2)

The Dalles-California Highway
Prefix: 33-1039

J. W. Briggs, Contractor
L. M. Stratton, Resident Engineer

4224

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
*Clearing and Grubbing	All				$ 11,168.00	$ 23,130.00
Trench Exc. Unclass.	1,594.6	Cu. Yds.	$ 3.00	$ 1.91	3,038.23	4,783.80
Gen. Exc. Loc. "A", Unclassified	142,946.7	Cu. Yds.	0.28	0.312	44,664.96	40,025.08
Gen. Exc. Loc. "B", Unclassified	354,253	Cu. Yds.	0.62	0.618	219,043.41	219,636.86
Short Overhaul	1,485,620	Yd. Sta.	0.01	0.01	14,856.20	14,856.20
Long Overhaul	37,274.9	C-Yd. Sta.	0.40	0.40	14,909.96	14,909.96
Fin. R/B & Slopes	8.48	Miles	1,000.00	906.05	7,683.38	8,480.00
Rounding Cutbanks	9,165	Lin. Ft.	0.10	0.13	1,209.05	916.50
12" Corr. Metal Pipe	302	Lin. Ft.	2.50	2.75	832.23	755.00
18" Corr. Metal Pipe	1,598	Lin. Ft.	3.25	3.88	6,208.57	5,193.50
24" Corr. Metal Pipe	284	Lin. Ft.	5.00	5.90	1,676.97	1,420.00
36" Corr. Metal Pipe	174	Lin. Ft.	10.00	11.47	1,997.09	1,740.00
48" Corr. Metal Pipe	1,082	Lin. Ft.	15.00	15.37	16,633.01	16,230.00
4" Sewer Pipe	70	Lin. Ft.	2.00	0.84	59.03	140.00
Salvage Culvert Pipe	108	Lin. Ft.	1.00	0.63	68.18	108.00
**Metal Sight Post	332	Each	2.00	1.70	564.40	664.00
**Cable Guard Rail	3,408	Lin. Ft.	1.70	1.70	5,793.60	5,793.60
**End Anchorages	8	Each	100.00	100.00	800.00	800.00
*****2"-0 Rock in Base	60,584	Cu. Yds.	1.35	1.921	116,385.74	81,788.40
*****3/4"-0 Rock in Base	17,425	Cu. Yds.	1.75	2.09	36,434.64	30,493.75
***Sprinkling	2,067	M/gals.	2.50	2.25	4,650.75	5,167.50
*****SS-1 Emul. in Sprinkling	93,290	Gals.	0.18	0.161	15,045.08	16,792.20
*****Class "B" Asph. Concrete	28,827.855	Tons	5.25	5.026	144,888,57	151,346.24

RECEIVED
JAN 11 1957
FOR FILING

W. C. Williams

A

January 4, 1957

NOTED
W. C. WILLIAMS

FINAL COST ANALYSIS

Sherman Jct.-Willowdale
Contract No. 4224
BF-72(2)
F-72(3)

J. W. Briggs, Contractor
L. M. Stratton, Resident Engineer

The Dalles-California Highway
Prefix: 33-1039

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
4224 *Clearing and Grubbing	All				$ 11,168.00	$ 23,130.00
Trench Exc. Unclass.	1,594.6	Cu. Yds.	$ 3.00	$ 1.91	3,038.23	4,783.80
Gen. Exc. Loc. "A", Unclassified	142,946.7	Cu. Yds.	0.28	0.312	44,664.96	40,025.08
Gen. Exc. Loc. "B", Unclassified	354,253	Cu. Yds.	0.62	0.618	219,043.41	219,636.86
Short Overhaul	1,485,620	Yd. Sta.	0.01	0.01	14,856.20	14,856.20
Long Overhaul	37,274.9	C-Yd. Sta.	0.40	0.40	14,909.96	14,909.96
Fin. R/B & Slopes	8.48	Miles	1,000.00	906.05	7,683.38	8,480.00
Rounding Cutbanks	9,165	Lin. Ft.	0.10	0.13	1,209.05	916.50
12" Corr. Metal Pipe	302	Lin. Ft.	2.50	2.75	832.23	755.00
18" Corr. Metal Pipe	1,598	Lin. Ft.	3.25	3.88	6,208.57	5,193.50
24" Corr. Metal Pipe	284	Lin. Ft.	5.00	5.90	1,676.97	1,420.00
36" Corr. Metal Pipe	174	Lin. Ft.	10.00	11.47	1,997.09	1,740.00
48" Corr. Metal Pipe	1,082	Lin. Ft.	15.00	15.37	16,633.01	16,230.00
4" Sewer Pipe	70	Lin. Ft.	2.00	0.84	59.03	140.00
Salvage Culvert Pipe	108	Lin. Ft.	1.00	0.63	68.18	108.00
**Metal Sight Post	332	Each	2.00	1.70	564.40	664.00
**Cable Guard Rail	3,408	Lin. Ft.	1.70	1.70	5,793.60	5,793.60
**End Anchorages	8	Each	100.00	100.00	800.00	800.00
*****2"-0 Rock in Base	60,584	Cu. Yds.	1.35	1.921	116,385.74	81,788.40
*****3/4"-0 Rock in Base	17,425	Cu. Yds.	1.75	2.09	36,434.64	30,493.75
***Sprinkling	2,067	M/gals.	2.50	2.25	4,650.75	5,167.50
*****SS-1 Emul. in Sprinkling	93,290	Gals.	0.18	0.161	15,045.08	16,792.20
*****Class "B" Asph. Concrete	28,827.855	Tons	5.25	5.026	144,888,57	151,346.24

Contract No. 4224

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
*****Haul & Place Aggs.	198	Cu. Yds.	$ 4.50	$ 3.12	$ 617.78	$ 891.00
*****Furn. & Place Aggs.	1,852	Cu. Yds.	3.50	3.355	6,213.82	6,482.00
*****150-200 Asph. in Wearing Surface	154.21	Tons	42.00	38.34	5,913.07	6,476.82
*****RS-1 Asph. in Wearing Surface	43.84	Tons	45.00	41.07	1,800.58	1,972.80
Remove Old Bridge	All	100%	2,500.00		2,294.80	2,500.00
****Struct. Excav.	189.27	Cu. Yds.	6.00	6.00	1,135.62	1,135.62
****Furn. Steel Piling	201.3	Lin. Ft.	5.20	5.20	1,046.76	1,046.76
****Drive Steel Piles	8	Each	60.00	60.00	480.00	480.00
****Class "A" Concrete	241.66	Cu. Yds.	67.00	67.00	16,191.22	16,191.22
****Metal Reinforcement	59,318.02	Lbs.	0.115	0.115	6,821.57	6,821.57
****Metal Drain Pipe, 8", Coated	63	Lin. Ft.	5.00	5.00	315.00	315.00
PA # 1 Raze Bldg.	All	100%			226.12	200.00
*****PA #2 Load & Place Lev. Crse. on Detours	570	Cu. Yds.	1.00	0.694	395.95	570.00
*****PA #2 Haul Lev. Crse. on Detours	1,641.5	Yd. Mile	0.12	0.212	348.60	196.98
PA #3 Rebuild Sewer Line	All	100%			265.77	260.00
*****PA#4 SS-1 Asph. in Fog Coat	11.55	Tons	55.00	46.90	541.74	624.25
*****PA#5 Haul & Place Aggs.	858	Cu. Yds.	2.00	1.86	1,600.11	1,716.00
*****PA #5 Furn., Haul & Place Aggregates	576	Cu. Yds.	3.50	3.16	1,820.38	2,016.00
*****PA #5 Furn. & Place 150-200 Asph. in Seal Coat	148.51	Tons	42.00	33.92	5,038.80	6,237.42
*****PA #6 Haul Adj. on 2"-0 Rock in Base	4,560	Yd. Mile	0.12	0.12	547.20	547.20

Contract No. 4224

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
*****PA #7 Purchase Excess 150-200 Asph. in Barrels	4.14	Tons	$29.76	$31.98	$ 132.43	$ 123.21
Force Account					1,726.05	1,821.05
					$724,094.51	$703,795.49

	Gross Revenue	Total Cost	Profit	Loss	% of Profit	% of Loss
J. W. Briggs	$390,353.72	$381.709.18	$8,644.54		2.2%	
Warren Northwest	313,441.77	342.385.33		$28,943.56		9.2%
	$703,795.49	$724,094.51		$20,299.02		2.8%

* Work done all or part by Wilbur Sumpter
** Work done all or part by R & M Construction Company
*** Work done all or part by Wm. Anderson
**** Work done all or part by Mr. C. F. Patterson
*****Work done all or part by Warren Northwest

Contract No. 4224

DETAIL OF COST

J. W. BRIGGS

Labor:

Labor and Supervision	$115,454.25	
Labor Insurance	7,950.67	
Health and Welfare	4,986.50	
		$128,391.42

Materials:

12" Corr. Metal Pipe	302	Lin.Ft.	At	$ 1.93	$ 582.86	
12" Corr. Metal Pipe Bands	13	Bands	"	1.93	25.09	
18" Corr. Metal Pipe	1,598	Lin.Ft.	"	2.70	4,314.60	
18" Corr. Metal Bands	59	Bands	"	2.70	159.30	
24" Corr. Metal Pipe	284	Lin.Ft.	"	4.20	1,192.80	
24" Corr. Metal Bands	18	Bands	"	4.70	75.60	
36" Corr. Metal Pipe	174	Lin.Ft.	"	8.30	1,444.20	
36" Corr. Metal Bands	14	Bands	"	8.20	114.80	
48" Corr. Metal Pipe	1,082	Lin.Ft.	"	11.21	12,129.22	
48" Corr. Metal Bands	48	Bands	"	11.12	533.76	
4" Sewer Pipe	70	Lin.Ft.	"	.34	23.80	
8" Corr. Metal Pipe, Perf.	480	Lin.Ft.	"	1.43	686.40	
8" Corr. Metal Bands	22	Bands	"	1.43	31.46	
140 Cu.Yds. Sand Backfill			"	3.51	492.00	
One 8" Corr. Metal Elbow			"	7.98	7.98	
Guard Rail and Fittings					3,119.40	
332 Metal Sight Posts			"	1.20	398.40	
						$ 25,331.67

Equipment Rentals and Misc. Supplies:

Equipment Rentals (owned)	$134,191.16	
Gas, Oil and Grease	23,658.30	
Powder and Caps	15,310.00	
Small Tools and Misc. Supplies	2,688.15	
P.L. and P. D. Insurance	1,405.75	
Bond	2,852.71	
Home Office and General Overhead	6,583.65	
		$186,689.72

Paid to Wilbur Sumpter on Clearing	$ 11,168.00	
Paid to R & M Construction Co. for installing Guard Rail and installing Metal Sight Posts	4,138.20	
Paid Patterson on Items 30-36, inclusive (Bridge)	25,990.17	
		$ 41,296.37
TOTAL COST		$381,709.18

Contract No. 4224

DETAIL OF COST

Warren Northwest

Labor :

Labor and Supervision	$120,005.79	
Labor Insurance	8,160.39	
Health and Welfare	2,358.04	
		$130,524.22

Materials:

SS-1 Emul.	95,956	Gals.	At	$ 0.143		$ 13,721.71	
85-100 Asph.	1,715.72	Tons	"	29.24	Inc. Freight	50,172.27	
RS-1 Asph.	43.84	Tons	"	31.75	Inc. Freight	1,391.92	
150-200 Asph.	306.86	Tons	"	29.28	Inc. Freight	8,984.86	
							$ 74,270.76

Equipment Rentals and Misc. Supplies:

Equipment Rentals (Owned)	$ 71,258.93	
Hired Trucks	6,630.20	
Gas, Oil and Grease	17,317.85	
Freight and Cartage	7,672.19	
P.L. and P.D. Insurance	1,464.07	
Heating Oil	3,949.13	
Muck Sand	527.89	
Powder and Caps	8,389.58	
Small Tools and Misc. Supplies	2,461.30	
Bond	2,189.71	
Home Office and General Overhead	11,078.75	
		$132,939.60

Paid to W. A. Anderson (Hauling Water)	4,650.75
TOTAL COST	$342,385.33

Contract No. 4224

BREAKDOWN OF CRUSHING COST

	Quantity	Unit	Total Cost	Unit Cost
Move In and Set Up	103,499.3	Cu. Yds.	$ 10,450.23	$ .101
Drill and Shoot	103,499.3	Cu. Yds.	42,737.73	0.412
Haul to Crusher	103,499.3	Cu. Yds.	24,495.85	0.236
Crushing	103,499.3	Cu. Yds.	50,772.56	0.49
Stockpiling at Plant	103,499.3	Cu. Yds.	7,622.92	0.073
		Cu. Yds.	$136,079.29	$1.312

The crushing plant Operated 960 hours for an average production of 107.8 cubic yards per working hour.

Contract No. 4224

BREAKDOWN OF PAVING COST

	Cost	Quantity	Unit	Unit Cost
Move In and Set Up	$ 8,262.45	28,827.855	Tons	$0.286
Feed Agg. To Plant	5,371.65	28,827.855	Tons	0.186
Heat and Mix	22,570.93	28,827.855	Tons	0.782
Haul to Street	17,138.01	28,827.855	Tons	0.594
Flagging and Street Work	11,225.55	28,827.855	Tons	0.389
Cost of Aggregates	30,257.71	28,827.855	Tons	1.0496
Cost of Asphalt Incl. Freight	50,172.27	28,827.855	Tons	1.74
	$144,898.57	28,827.855	Tons	$5.026

A 4,000 lb. batch plant operated 161 hours for an average production of 179 tons per working hour.

Remarks:

This was a "Regular Federal Aid Project" calling for the construction of 8.48 miles of highway roadbed, 8.48 miles of rock base, 8.48 miles of asphaltic concrete pavement and construction of oil mat wearing surface, Type 0-11 Modified, on highway shoulders. This project was bid May 11, 1954, work started May 14, 1954 and the project was completed September 30, 1955. The clearing and grubbing item was sublet to Wilbur Sumpter for $11,168.00.

On June 5, 1954, the contractor started moving in his grading equipment. General excavation was classified Location "A" and Location "B". Location "A" consisted of dirt and cemented gravel. The large cut at Station 327+00 to Station 338+00, which was most of Location "A", consisted of cemented gravel. The contractor was able to rip this cut, but it proved to be very expensive. Ripper teeth would only last about 1 hour before resharpening. With a low bid price on this type of material, Class "A" excavation shows a loss. Class "B" excavation consisted mostly of solid rock. Some of this excavation the contractor was able to dig with a 2½-yard shovel, but with a low bid price, a very small profit was realized from Class "B" excavation.

All bridge items were sublet to Mr. C. F. Patterson at bid prices. Warren Northwest, Inc., sublet all crushed materials and all paving items at bid prices.

On November 1, 1954, the subcontractor, Warren Northwest, started moving in a four-crusher plant into the quarry located on the southerly side of and adjacent to the highway at Station 234+00. This quarry was drilled and shot with coyote holes. Due to seams and large cluster rock, drilling and shooting, also reshooting, proved to be costly for the large amount of rock taken from this quarry. Having low bid prices on 2"-0 and 3/4"-0 crushed rock in base, the contractor suffered a large loss on crushed materials.

On May 11, 1955, the subcontractor started moving in a 4,000-pound paving plant into and adjacent to stockpile at quarry site. Paving started May 26, 1955 and all paving was completed June 23, 1955. Having high production on paving, this item shows a fair profit.

The Prime contractor, having low bid prices on excavation, was only able to realize a small profit from this project. The subcontractor, having too low bid prices on crushed materials, suffered a loss.

NOTE: The prime contractor's cost was received and worked up June 15, 1956, but it was not possible to get subcontractor Warren Northwest's costs until December 28, 1956.

M. [illegible]. Juve
Chief Cost Analyst

By

[illegible]. T. Wechter

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MAY 4 - 1956
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[illegible]

OREGON STATE HIGHWAY DEPARTMENT
(date)
March 7, 1956

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
4224	16-Final	J. W. Briggs

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
3937	R-144786	$ 22,200.21	3/7/56

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: Aug. 31, 1955

Time Extensions: to Sept. 30, 1955

Completion Date: Sept. 30, 1955

Date Accepted: April 26, 1956

Penalties: None of record

Claims: None of record

Remarks:

Date: 5-2-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

[illegible] ON CARD

Warrant Mailed: MAY 3 1956
Ruth Rawlings

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FEB 23 1956
FOR FILING

25-7361
1261
4224

February 27, 1956

CERTIFIED MAIL

George C. Bottoms, Manager
U. S. Fidelity & Guaranty Co.
201 Portland Trust Bldg.
Portland 4, Oregon

Dear Sir:

State Highway Contract No. 4224 for work performed on the Sherman Junction-Willowdale Section of The Dalles-California Highway in Wasco and Jefferson Counties was completed by the contractor, J. W. Briggs, on September 30, 1955 but has not as yet been accepted by the Commission.

Final payment in the amount of $22,200.21 will be released to the contractor after acceptance by the Highway Commission. The total contract amount is $703,795.49, of which amount $1,821.05 represents force account items.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

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[illegible]
[illegible]
4-24

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
Coos Bay
CHAS. H. REYNOLDS, MEMBER
La Grande
M. K. McIVER, MEMBER
Portland
H. B. GLAISYER
Secretary

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
State Highway Engineer
W. C. WILLIAMS
1st Asst. State Hwy. Engr.
W. W. STIFFLER
2nd Asst. State Hwy. Engr.
C. W. ENFIELD
Chief Counsel

November 21, 1955

Mr. J. W. Briggs
233 Oregon Ave.
P. O. Box 283
Bend, Oregon

Dear Sir:

The State Highway Commission, at its meeting held on November 3, had under discussion your request for an extension of time from August 31, 1955 to September 30, 1955 within which to complete your contract No. 4224, covering the Sherman Junction-Willowdale Section of The Dalles-California Highway in Wasco and Jefferson Counties.

We are pleased to inform you that the State Highway Commission granted your request without penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Dean Swift,
Division Engineer

Lowell Stratton,
Resident Engineer

Forrest Cooper,
Construction Engineer

Files

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AGENDA
NOV 3 1955
5C-7

FORM E30—50M—10 54—79485

CF-72 (2)
F-72 (3)
47-1

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 25, 1955

SUBJECT:

To: Mr. W. C. Williams
OFFICE

REFERRED TO
Glaisyer
BY DEPUTY STATE HIGHWAY ENGINEER

Attached are six copies of an abandonment resolution covering the Sherman Junction-Willowdale section of the The Dalles-California Highway No. 4 in Wasco and Jefferson Counties. This resolution has been held in this office pending completion of the above project and may now be presented to the Highway Commission for adoption.

John W. Cattrall
Engineer, County and City Relations

By

Robert H. Prange
Robert H. Prange
Office Engineer

RHP:mm
Att.

RECEIVED
OCT 25 1955
OFFICE OF
STATE HIGHWAY ENGINEER

M

MHP

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OCT 20 1955
FOR FILING

FF 72(3)
F 72(3)
4534

October 19, 1955

CERTIFIED MAIL

U. S. Fidelity & Guaranty Co.
George C. Bottoms, Manager
201 Portland Trust Bldg.
Portland 4, Oregon

Dear Sir:

The State Highway Commission is prepared to release semi-final payment to J. W. Briggs in connection with contract No. 4224, covering the Sherman Junction-Willowdale Section of the The Dalles-California Highway in Wasco and Jefferson Counties.

This payment, in the amount of $33,870.28, will be released to the contractor on or after October 29, 1955. The retained percentage is $21,080.27.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD
gl

RECEIVED
OCT 19 1955
FOR FILING

CF-26
15-72-31
4234

October 18, 1955

United States Fidelity & Guaranty Company
Suite 201, Portland Trust Building
319 S. W. Washington Street
Portland 4, Oregon

Attention: Richard C. Thompson

Gentlemen:

Our records show that as of October 7, the State Highway Department owed Mr. Briggs $54,950.55 on State Highway Contract No. 4234 for work on the Sherman Junction-Willowdale Section of The Dalles-California Highway. The contract was completed September 30, 1955, and the final contract amount has not been computed.

Of the amount mentioned above, the voucher has been drawn for $33,870.28, which should be in Mr. Briggs' hands in a week or two. The balance of $21,080.27, or an amount near that depending on the final computations, will be sent to Mr. Briggs after acceptance by the Commission.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

FQ:mm

UNITED STATES FIDELITY AND GUARANTY COMPANY
GEORGE C. BOTTOMS, MANAGER
PORTLAND OFFICE
SUITE 201, PORTLAND TRUST BUILDING
319 S. W. WASHINGTON STREET, PORTLAND 4, OREGON
TELEPHONE: CApitol 7-0464

LOTUS M. CONSER
ASSOCIATE MANAGER

JOSEPH A. BOYCE
SUPERINTENDENT OF CLAIMS

October 17, 1955

4224

State Highway Commission
Salem, Oregon

Re: J. W. Briggs - Box 283 - Bend, Oregon

Gentlemen:

We are in receipt of the financial statement of Mr. J. W. Briggs of Bend, Oregon as of October 10, 1955 in order that we may be of assistance to him through the issuance of Bid Bonds. Under the item of Retained Percentage, we note that the contract for Cow Canyon has been completed. We assume the retained percentage will be forthcoming shortly and would like a confirmation of the amount. The financial statement shows $52,050.00 as the amount of retained percentage.

Above the signature of Mr. Briggs, the following wording appears:

> "Authority is hereby granted to any individual firm or corporation, and any financial institution to furnish the United States Fidelity and Guaranty Company upon its request with any information concerning the above statement or pertaining to the Undersigned's financial standing, credit or manner of meeting obligations."

May we thank you for any information you give and we wish to assure you that it will be kept strictly confidential.

Yours very truly,

Richard C. Thompson
Surety Department

RCT:im

RECEIVED
OCT 18 1955
STATE HIGHWAY COMMISSION

REFERRED TO

U. S. F. & G.

RECEIVED
OCT 14 1955
FOR FILING

BF-72(2)
F-72(3)
4224

October 12, 1955

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on September 30, 1955 on Contract No. 4224, Sherman Junction-Willowdale Section, in Wasco and Jefferson Counties, in connection with Federal Aid Project Nos. BF-72(2), F-72(3).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

CC: John Cattrall

DBP:eb

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OCT 13 1955
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[illegible]
[illegible]
4224

October 12, 1955

Request for extension of time
No. 12
November 3 and 4 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from J. W. Briggs for an extension of time on the Sherman Junction-Willowdale Section of the The Dalles-California Highway, Contract No. 4224, from August 31, 1955 to September 30, 1955. All work on this project with the exception of some cable guardrail was completed by the specified date. The contractor had difficulty in obtaining brackets for the guardrail which would meet our specifications and was delayed in his completion on this account. No inconvenience or added expense was incurred, and I recommend the extension be granted without penalty.

Mr. C. G. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

HGS lg

Form E-1—10M F ½ (3)

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 8, 1955

Section SHERMAN JUNCTION-WILLOWDALE

Kind of work Bridge, Grading & Paving

Highway The Dalles-California

Section prefix 33-1039

Contractor J. W. Briggs

Contract number 4224

Date of contract June 25, 1954

Date of completion August 31, 1955

Date work started May 14, 1954

Estimated date of completion , 19

Project authorization $792,785.25

Exclusive of Engineering $736,409.41

Per cent of time elapsed 107 %

Estimated cost of completed project, exclusive of engineering $720,520.06

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $56,375.84

Engineering cost to date $56,595.09, 100.4 %

Date project was completed September 31, 1955

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The semi-final estimate completed and turned over to the Division Office October 5th.

Right of Way options were turned over to the respective District Maintenance superintendent.

Final Report

NOTED

NOTED L. H. Young

NOTED FORREST [illegible]

Signed Lowell M Stratton

Address Madras, Oregon

RECEIVED OCT 1[illegible] 1955 OFFICE OF CONSTRUCTION ENGINEER

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	8.48	8.48		8.48	8.48
Miles partially completed					
Miles completed	8.48	8.48		8.48	8.48
Total estimated quantities					
Estimated quantities moved or placed to date	497,199.7	78,009		358	28,827
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Cloudy		
Tuesday	Rain		
Wednesday	Cloudy		
Thursday	"		
Friday	"		
Saturday	"		

6

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OCT 10 1955
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BF 72(2)
BF 72(3)
[illegible]

October 7, 1955

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Would you kindly concur in an extension of time on the Sherman Junction-Willowdale Contract No. 4224, Oregon BF-72(2)(3) from August 31, 1955, to September 30, 1955, to J. W. Briggs, Contractor.

All work on this project, with the exception of some cable guard rail, was completed by the specified date. The contractor had difficulty in obtaining brackets for the cable guard rail which would meet our specifications and which delayed the final completion of the project.

No inconvenience or added expense was incurred and I would recommend the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

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BF-42(2)
F-42(3)
4224

4

March 15, 1955

Mr. Lowell H. Stratton
Box 56
Madras, Oregon

Dear Sir:

Reference is made to Order for State Force Work No. 202 issued in connection with contract No. 4224, Sherman Jct.-Willowdale Section, prefix No. 33-1039.

This order covers the patching and maintaining of detour roads, the cost of which is to be borne by the contractor and is to be deducted from his estimate when the work is completed.

It will be necessary to submit to this office an itemized statement of the work performed showing material, labor, equipment rental, etc. on the enclosed form, in triplicate. This should be submitted as soon as the work is completed.

Estimate No. 9 shows $1,843.29 expended for this work as of March 5. However, no deductions have been made from the contractor's estimates to date. It is desirable to make one deduction of the entire amount when the work is completed.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ia

Encl.

cc: W. E. Chandler

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NOTED
W. C. WILLIAMS

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 10th, 1954

SUBJECT:

To: Mr. W. C. Williams
Deputy State Highway Engineer
Office

Dear Sir:

When the original Order for State Force Work for patching detours on the Sherman Junction-Willowdale Section went through we were advised to secure the approval of J. W. Briggs, but he refuses to pay for it on the ground that if he is to pay for the maintenance he should have been allowed to design the oiling and insists an 0-9 oil was insufficient or the subbase was insufficient. The specifications definitely call for an 0-9 oil mat wearing surface on detour roads and also require that he maintain the detours in a satisfactory condition, so I see no validity to his contention.

At any rate, the detours must be maintained in a satisfactory condition whether we eventually have to assume the cost or not.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR

Form PR 2 (Revised 1950)

1467

State Oregon

Federal Aid Bond Issue Project No. BF-72(2)

U. S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

BF-72(2)
72(3)
4224

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 22nd day of November, 1954, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 2nd day of April, 1954, a program, which was approved on the 21st day of April, 1954, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were ~~recommended for approval~~ approved by the District Engineer of the Bureau of Public Roads on the 27th day of April, 1954; and

Whereas the ~~Division~~ District Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred eighty thousand and 00/100 dollars ($180,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(a) By the State Proceeds of bonds as follows:

(Include date and citation of act of legislature by which authorized)

Authorized by Chapter	Oregon Laws	Amount	Date of Issue	Beginning Date of Maturities
491	1951	$15,000,000	Oct. 1, 1951	Oct. 1, 1952
491	1951	15,000,000	Mar. 1, 1952	Mar. 1, 1953
491	1951	10,000,000	Mar. 1, 1953	Mar. 1, 1954
20	1953	32,000,000	Sept. 1, 1953	Sept. 1, 1954

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 0+00 in the NW 1/4, Section 33, T. 7 S., R. 15 E., W.M., and survey station 218+75 in the NW 1/4, Section 22, T. 8 S., R. 15 E., W.M., without exception, , length 4.143 miles, in Wasco County, being Oregon Federal Aid / Bond Issue project No. BF-72(2), consisting of 4.143 miles of roadway and no bridges, of more than 20 feet clear span,

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

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UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of **one hundred eighty thousand and 00/100** dollars ($180,000.00), which does not exceed the authorized Federal pro rata share of **two hundred ninety-one thousand, four hundred seventy-five and 80/100** dollars ($291,475.80), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. No payments hereunder will be made to the State as the construction of said project progresses or immediately upon its completion, and no present or immediate obligation is created by this agreement against Federal-aid funds apportioned and now unobligated and available to the State, the purpose and intent of this agreement being to provide aid to the State, as authorized by section 5 of the Federal-Aid Highway Act of 1950, in retiring annual maturities of the principal indebtedness of the bonds mentioned in Article I hereof, and as such bonds mature annually and the State requests Federal reimbursement pursuant hereto to aid in meeting such annual maturities and certifies that such bonds have been retired the Bureau of Public Roads will submit vouchers to the Secretary of the Treasury for payment to the State Treasurer, hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon, of such sums based on such annual maturities as the State shall request and as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. If in any year no Federal funds apportioned to the State shall be unobligated and available from which payments hereunder may be made there shall be no obligation on the part of the Federal Government hereunder on account of bond maturities for that year.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest

H B Geary

SECRETARY

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Ben R Chandler
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By M R McLain
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By ~~Acting~~ *Division Engineer,*
Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—11379-5

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Oregon State Highway Department

Federal Aid Project
No. BF-72 (2)

SHERMAN JUNCTION-WILLOWDALE SECTION

OF THE DALLES-CALIFORNIA HIGHWAY IN WASCO COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 16, 1954

Type Code 6202
2-Lane Roadway (Sta. 0+00 to Sta. 54+00)(Sta. 77+00 to Sta. 135+00)
(Contract No. 4224)

All Required		Clearing and Grubbing (25%)		$ 5,782.50
60	cu. yds.	Trench Excavation, Unclassified	$ 3.00	180.00
8,800	cu. yds.	General Excavation, Location "B", Unclassified	0.62	5,456.00
123,500	yd. sta.	Short Overhaul	0.01	1,235.00
7,300	C-yd. sta.	Long Overhaul	0.40	2,920.00
2.12	miles	Finishing Roadbed and Slopes	1,000.00	2,120.00
40	lin. ft.	12-inch Corrugated Metal Pipe	2.50	100.00
300	lin. ft.	18-inch Corrugated Metal Pipe	3.25	975.00
190	lin. ft.	48-inch Corrugated Metal Pipe	15.00	2,850.00
110	lin. ft.	78-inch Corrugated Metal Pipe	30.00	3,300.00
60	only	Metal Sight Posts	2.00	120.00
1,600	lin. ft.	Cable Guard Rail	1.70	2,720.00
4	only	End Anchorages	100.00	400.00
8,200	cu. yds.	2" - 0 Rock in Base	1.35	11,070.00
3,400	cu. yds.	3/4" - 0 Rock in Base and Shoulders	1.75	5,950.00
510	M-gal.	Sprinkling	2.50	1,275.00
20,800	gal.	SS-1 Emulsified Asphalt in Sprinkling	0.18	3,744.00
5,500	tons	Class "B" Asphaltic Concrete	5.25	28,875.00
490	cu. yds.	Furnishing and Placing Aggregates	3.50	1,715.00
40	tons	150-200 Asphalt in Oil Mat Wearing Surface	42.00	1,680.00
12	tons	RS-1 Asphalt in Oil Mat Wearing Surface	45.00	540.00
			Subtotal	$ 83,007.50
			10% Engr. & Cont.	8,300.75
			Total	$ 91,308.25

Length of Roadway	2.121 miles
Cost of Roadway per Mile	$43,049.62

Type Code 6202
3-Lane Roadway (Sta. 135+00 to Sta. 218+75)(Contract No. 4224)

All Required		Clearing and Grubbing (20%)		$ 4,626.00
360	cu. yds.	Trench Excavation, Unclassified	$ 3.00	1,080.00
118,800	cu. yds.	General Excavation, Location "B", Unclassified	0.62	73,656.00
288,000	yd. sta.	Short Overhaul	0.01	2,880.00
3,400	C-yd. sta.	Long Overhaul	0.40	1,360.00
1.58	miles	Finishing Roadbed and Slopes	1,000.00	1,580.00
5,200	lin. ft.	Rounding Cutbanks	0.10	520.00
80	lin. ft.	12-inch Corrugated Metal Pipe	2.50	200.00
400	lin. ft.	18-inch Corrugated Metal Pipe	3.25	1,300.00
30	only	Metal Sight Posts	2.00	60.00
14,000	cu. yds.	2" - 0 Rock in Base	1.35	18,900.00
4,400	cu. yds.	3/4" - 0 Rock in Base and Shoulders	1.75	7,700.00
630	M-gal.	Sprinkling	2.50	1,575.00
18,300	gal.	SS-1 Emulsified Asphalt in Sprinkling	0.18	3,294.00
6,200	tons	Class "B" Asphaltic Concrete	5.25	32,550.00
130	cu. yds.	Hauling and Placing Aggregates	4.50	585.00
360	cu. yds.	Furnishing and Placing Aggregates	3.50	1,260.00
30	tons	150-200 Asphalt in Oil Mat Wearing Surface	42.00	1,260.00
10	tons	RS-1 Asphalt in Oil Mat Wearing Surface	45.00	450.00
			Subtotal	$154,836.00
			10% Engr. & Cont.	15,483.60
			Total	$170,319.60

Length of Roadway	1.586 miles
Cost of Roadway per Mile	$107,389.40

Type Code 6202
4-Lane Roadway (Sta. 54+00 to Sta. 77+00)(Contract No. 4224)

All Required		Clearing and Grubbing (5%)		$ 1,156.50
20	cu. yds.	Trench Excavation, Unclassified	$ 3.00	60.00
6,600	cu. yds.	General Excavation, Location "B", Unclassified	0.62	4,092.00
21,200	yd. sta.	Short Overhaul	0.01	212.00
2,000	C-yd. sta.	Long Overhaul	0.40	800.00
0.44	mile	Finishing Roadbed and Slopes	1,000.00	440.00
70	lin. ft.	18-inch Corrugated Metal Pipe	3.25	227.50
10	only	Metal Sight Posts	2.00	20.00
2,700	cu. yds.	2" - 0 Rock in Base	1.35	3,645.00
850	cu. yds.	3/4" - 0 Rock in Base and Shoulders	1.75	1,487.50
160	M-gal.	Sprinkling	2.50	400.00

6,300 gal.	SS-1 Emulsified Asphalt in Sprinkling	$ 0.18	$ 1,134.00
2,400 tons	Class "B" Asphaltic Concrete	5.25	12,600.00
100 cu. yds.	Furnishing and Placing Aggregates	3.50	350.00
10 tons	150-200 Asphalt in Oil Mat Wearing Surface	42.00	420.00
2 tons	RS-1 Asphalt in Oil Mat Wearing Surface	45.00	90.00
	Subtotal		$ 27,134.50
	10% Engr. & Cont.		2,713.45
	Total		$ 29,847.95

Length of Roadway 0.436 mile
Cost of Roadway per Mile $68,458.60

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
2-Lane Roadway	$ 91,308.25	$ 56,387.00	$ 34,921.25
3-Lane Roadway	170,319.60	105,180.00	65,139.60
4-Lane Roadway	29,847.95	18,433.00	11,414.95
	$291,475.80	$180,000.00	$111,475.80

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939; Chap. 491, laws 1951; Chap. 20, laws 1953.

State Funds for Maintenance: Chap. 529, laws 1939

Oregon State Highway Department

Federal Aid Project
No. BF-72 (2)

SHERMAN JUNCTION-WILLOWDALE SECTION

OF THE DALLES-CALIFORNIA HIGHWAY IN WASCO COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, April 26, 1954

Type Code 6202
2-Lane Roadway (Sta. 0+00 to Sta. 54+00)(Sta. 77+00 to Sta. 135+00)

All Required		Clearing and Grubbing (25%)		$ 3,750.00
60	cu. yds.	Trench Excavation, Unclassified	$ 3.50	210.00
8,800	cu. yds.	General Excavation, Location "B", Unclassified	0.70	6,160.00
123,500	yd. sta.	Short Overhaul	0.01	1,235.00
7,300	C-yd. sta.	Long Overhaul	0.40	2,920.00
2.12	miles	Finishing Roadbed and Slopes	700.00	1,484.00
40	lin. ft.	12-inch Corrugated Metal Pipe	3.00	120.00
300	lin. ft.	18-inch Corrugated Metal Pipe	4.50	1,350.00
190	lin. ft.	48-inch Corrugated Metal Pipe	18.00	3,420.00
110	lin. ft.	78-inch Corrugated Metal Pipe	42.00	4,620.00
60	only	Metal Sight Posts	3.00	180.00
1,600	lin. ft.	Cable Guard Rail	2.00	3,200.00
4	only	End Anchorages	35.00	140.00
8,200	cu. yds.	2" - 0 Rock in Base	2.00	16,400.00
3,400	cu. yds.	3/4" - 0 Rock in Base and Shoulders	2.25	7,650.00
510	M-gal.	Sprinkling	2.50	1,275.00
20,800	gal.	SS-1 Emulsified Asphalt in Sprinkling	0.25	5,200.00
5,500	tons	Class "B" Asphaltic Concrete	5.50	30,250.00
490	cu. yds.	Furnishing and Placing Aggregates	3.50	1,715.00
40	tons	150-200 Asphalt in Oil Mat Wearing Surface	42.00	1,680.00
12	tons	RS-1 Asphalt in Oil Mat Wearing Surface	45.00	540.00
		Subtotal		$ 93,499.00
		10% Engr. & Cont.		9,349.90
		Total		$102,848.90

Length of Roadway 2.121 miles
Cost of Roadway per mile $48,490.75

Type Code 6202
3-Lane Roadway (Sta. 135+00 to Sta. 218+75)

All Required		Clearing and Grubbing (20%)		$ 3,000.00
360	cu. yds.	Trench Excavation, Unclassified	$ 3.50	1,260.00
118,800	cu. yds.	General Excavation, Location "B", Unclassified	0.70	83,160.00
288,000	yd. sta.	Short Overhaul	0.01	2,880.00
3,400	C-yd. sta.	Long Overhaul	0.40	1,360.00
1.58	miles	Finishing Roadbed and Slopes	700.00	1,106.00
5,200	lin. ft.	Rounding Cutbanks	0.20	1,040.00
80	lin. ft.	12-inch Corrugated Metal Pipe	3.00	240.00
400	lin. ft.	18-inch Corrugated Metal Pipe	4.50	1,800.00
30	only	Metal Sight Posts	3.00	90.00
14,000	cu. yds.	2" - 0 Rock in Base	2.00	28,000.00
4,400	cu. yds.	3/4" - 0 Rock in Base and Shoulders	2.25	9,900.00
630	M-gal.	Sprinkling	2.50	1,575.00
18,300	gal.	SS-1 Emulsified Asphalt in Sprinkling	0.25	4,575.00
6,200	tons	Class "B" Asphaltic Concrete	5.50	34,100.00
130	cu. yds.	Hauling and Placing Aggregates	2.50	325.00
360	cu. yds.	Furnishing and Placing Aggregates	3.50	1,260.00
30	tons	150-200 Asphalt in Oil Mat Wearing Surface	42.00	1,260.00
10	tons	RS-1 Asphalt in Oil Mat Wearing Surface	45.00	450.00
		Subtotal		$177,381.00
		10% Engr. & Cont.		17,738.10
		Total		$195,119.10

Length of Roadway 1.586 miles
Cost of Roadway per Mile $123,025.91

Type Code 6202
4-Lane Roadway (Sta. 54+00 to Sta. 77+00)

All Required		Clearing and Grubbing (5%)		$ 750.00
20	cu. yds.	Trench Excavation, Unclassified	$ 3.50	70.00
6,600	cu. yds.	General Excavation, Location "B", Unclassified	0.70	4,620.00
21,200	yd. sta.	Short Overhaul	0.01	212.00
2,000	C-yd. sta.	Long Overhaul	0.40	800.00
0.44	mile	Finishing Roadbed and Slopes	700.00	308.00
70	lin. ft.	18-inch Corrugated Metal Pipe	4.50	315.00
10	only	Metal Sight Posts	3.00	30.00
2,700	cu. yds.	2" - 0 Rock in Base	2.00	5,400.00
850	cu. yds.	3/4" - 0 Rock in Base and Shoulders	2.25	1,912.50
160	M-gal.	Sprinkling	2.50	400.00

6,300	gal.	SS-1 Emulsified Asphalt in Sprinkling	$ 0.25	$ 1,575.00
2,400	tons	Class "B" Asphaltic Concrete	5.50	13,200.00
100	cu. yds.	Furnishing and Placing Aggregates	3.50	350.00
10	tons	150-200 Asphalt in Oil Mat Wearing Surface	42.00	420.00
2	tons	RS-1 Asphalt in Oil Mat Wearing Surface	45.00	90.00
			Subtotal	$ 30,452.50
			10% Engr. & Cont.	3,045.25
			Total	$ 33,497.75

Length of Roadway 0.436 mile
Cost of Roadway per Mile $76,829.70

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
2-Lane Roadway	$102,848.90	$ 62,367.00	$ 40,481.90
3-Lane Roadway	195,119.10	118,320.00	76,799.10
4-Lane Roadway	33,497.75	20,313.00	13,184.75
	$331,465.75	$201,000.00	$130,465.75

April 27, 1954

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project BF-72(2), Sherman Junction-Willowdale Section of The Dalles-California Highway. This is to authorize your advertising for bids.

Concurrence in award will be withheld pending notification that all rights of way or rights of entry have been acquired. There is a 100 M. gal. discrepancy in the quantity of "Sprinkling" shown under Item 22 of the bid schedule when compared to both the estimate and summary of the combined projects. Any corrections necessary may be made when submitting the agreement estimate.

Very truly yours,

C. G. POLK
District Engineer

Bid sheet item changed to 2900 M. gal.

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OREGON
STATE HIGHWAY COMMISSION

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OCT 27 1954
OR FILING

BF-72(2)
F-72 (3)
4224

October 26, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order For Extra Work No. 1 covering furnishing and placing 8" metal drain pipe on the Sherman Junction-Willowdale Section of The Dalles-California Highway in Wasco and Jefferson Counties, Contract No. 4224, in connection with Federal Aid Project No. F-72 (3).

This work is necessary to intercept and correct seepage in cuts.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

Encl.
DBP:bb

Form PR 2 (Revised 1950)

1392

State Oregon

Federal Aid

Project No. F-72(3)

U. S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 8th day of October, 1954, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 2nd day of April, 1954, a program, which was approved on the 21st day of April, 1954, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were approved ~~recommended for approval~~ by the District Engineer of the Bureau of Public Roads on the 27th day of April, 1954; and

Whereas the District ~~Division~~ Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of two hundred ninety-two thousand and 00/100 dollars ($292,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(a) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(b) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 218+75 in the NW 1/4, Section 22, T. 8 S., R. 15 E., W.M., and survey station 449+00 in the NE 1/4, Section 9, T. 9 S., R. 15 E., W.M., without exception, , length 4.359 miles, in Wasco and Jefferson County,ies, being Oregon Federal Aid project No. F-72(3), consisting of 4.336 miles of roadway and one bridges, [illegible] of more than 20 feet clear span, 0.023 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of

two hundred ninety-two thousand and 00/100

dollars ($**292,000.00**), which does not exceed the authorized Federal pro rata share of

four hundred seventy-one thousand, nine hundred twenty-two and 00/100

dollars ($**471,922.00**), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Bureau of Public Roads shall from time to time submit vouchers to the Secretary of the Treasury for the payment to

the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of **Oregon**

(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:

(Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest

SECRETARY

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Ben R Chandler
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By
Acting *Division Engineer,*
Bureau of Public Roads.

A4.62

U. S. GOVERNMENT PRINTING OFFICE 16—11379-5

OCT 13 1954
OREGON DISTRICT

RECEIVED
OCT 7 1954
DIVISION 8

OCT 1954

AUG 27 1954

Oregon State Highway Department

Federal Aid Project
No. F-72 (3).

SHERMAN JUNCTION-WILLOWDALE SECTION
OF THE DALLES-CALIFORNIA HIGHWAY IN WASCO AND JEFFERSON COUNTIES

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon Aug. 4, 1954

Type Code 6202
2 Lane Roadway (Sta. 403+00 to Sta. 449+00)(Contract No. 4224)

All Required		Clearing and Grubbing (10%)	$	$ 2,313.00
820	cu. yd.	Trench Excavation, Unclassified	3.00	2,460.00
1,400	cu. yd.	General Excavation, Location "A", Unclassified	0.28	392.00
330,000	yd. sta.	Short Overhaul	0.01	3,300.00
9,100	C-yd. sta.	Long Overhaul	0.40	3,640.00
0.87	mile	Finishing Roadbed and Slopes	1,000.00	870.00
4,100	lin. ft.	Rounding Cutbanks	0.10	410.00
50	lin. ft.	12-inch Corrugated Metal Pipe	2.50	125.00
350	lin. ft.	18-inch Corrugated Metal Pipe	3.25	1,137.50
65	lin. ft.	36-inch Corrugated Metal Pipe	10.00	650.00
50	lin. ft.	Salvaging Culvert Pipe	1.00	50.00
20	only	Metal Sight Posts	2.00	40.00
6,000	cu. yd.	2" - 0 Rock in Base	1.35	8,100.00
2,150	cu. yd.	3/4" - 0 Rock in Base and Shoulders	1.75	3,762.50
300	M-gal.	Sprinkling	2.50	750.00
8,500	gal.	SS-1 Emulsified asphalt in Sprinkling	0.18	1,530.00
2,300	tons	Class "B" Asphaltic Concrete	5.25	12,075.00
30	cu. yd.	Hauling and Placing Aggregates	4.50	135.00
200	cu. yd.	Furnishing and Placing Aggregates	3.50	700.00
20	tons	150-200 Asphalt in Oil Mat Wearing Surface	42.00	840.00
4	tons	RS-1 Asphalt in Oil Mat Wearing Surface	45.00	180.00
			Subtotal	$ 43,460.00
			10% Engr. & Cont.	4,346.00
			Total	$47,806.00

Length of Roadway 0.848 mile
Cost of Roadway per mile $56,375.00

Type Code 6202
3 Lane Roadway (Sta. 218+75 to Sta. 403+00)(Contract No. 4224)

All Required		Clearing and Grubbing (40%)	$	$ 9,252.00
860	cu. yd.	Trench Excavation, Unclassified	3.00	2,580.00
157,500	cu. yd.	General Excavation, Location "A", Unclassified	0.28	44,100.00
191,100	cu. yd.	General Excavation, Location "B", Unclassified	0.62	118,482.00
608,600	yd. sta.	Short Overhaul	0.01	6,086.00
15,000	C-yd. sta.	Long Overhaul	0.40	6,000.00

Oregon State Highway Department

Federal Aid Project
No. F-72 (3).

SHANIKO JUNCTION-WILLOWDALE SECTION

OF THE DALLES-CALIFORNIA HIGHWAY IN WASCO AND JEFFERSON COUNTIES

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon Aug. 4, 1954

Type Code 6202
2 Lane Roadway (Sta. 403+00 to Sta. 449+00)(Contract No. 4224)

All Required		Clearing and Grubbing (10%)	$	$ 2,313.00
820	cu. yd.	Trench Excavation, Unclassified	3.00	2,460.00
1,400	cu. yd.	General Excavation, Location "A", Unclassified	0.28	392.00
330,000	yd. sta.	Short Overhaul	0.01	3,300.00
9,100	C-yd. sta.	Long Overhaul	0.40	3,640.00
0.87	mile	Finishing Roadbed and Slopes	1,000.00	870.00
4,100	lin. ft.	Rounding Cutbanks	0.10	410.00
50	lin. ft.	12-inch Corrugated Metal Pipe	2.50	125.00
350	lin. ft.	18-inch Corrugated Metal Pipe	3.25	1,137.50
65	lin. ft.	36-inch Corrugated Metal Pipe	10.00	650.00
50	lin. ft.	Salvaging Culvert Pipe	1.00	50.00
20	only	Metal Sight Posts	2.00	40.00
6,000	cu. yd.	2" - 0 Rock in Base	1.35	8,100.00
2,150	cu. yd.	3/4" - 0 Rock in Base and Shoulders	1.75	3,762.50
300	M-gal.	Sprinkling	2.50	750.00
8,500	gal.	SS-1 Emulsified asphalt in Sprinkling	0.18	1,530.00
2,300	tons	Class "B" Asphaltic Concrete	5.25	12,075.00
30	cu. yd.	Hauling and Placing Aggregates	4.50	135.00
200	cu. yd.	Furnishing and Placing Aggregates	3.50	700.00
20	tons	150-200 Asphalt in Oil Mat Wearing Surface	42.00	840.00
4	tons	RS-1 Asphalt in Oil Mat Wearing Surface	45.00	180.00
		Subtotal		$ 43,460.00
		10% Engr. & Cont.		4,346.00
		Total		$47,806.00

Length of Roadway 0.848 mile
Cost of Roadway per mile $56,375.00

Type Code 6202
3 Lane Roadway (Sta. 218+75 to Sta. 403+00)(Contract No. 4224)

All Required		Clearing and Grubbing (40%)	$	$ 9,252.00
860	cu. yd.	Trench Excavation, Unclassified	3.00	2,580.00
157,500	cu. yd.	General Excavation, Location "A", Unclassified	0.28	44,100.00
191,100	cu. yd.	General Excavation, Location "B", Unclassified	0.62	118,482.00
608,600	yd. sta.	Short Overhaul	0.01	6,086.00
15,000	C-yd. sta.	Long Overhaul	0.40	6,000.00

3.47	miles	Finishing Roadbed and Slopes	$1,000.00	$ 3,470.00
11,200	lin. ft.	Rounding Cutbanks	0.10	1,120.00
540	lin. ft.	18-inch Corrugated Metal Pipe	3.25	1,755.00
290	lin. ft.	24-inch Corrugated Metal Pipe	5.00	1,450.00
15	lin. ft.	36-inch Corrugated Metal Pipe	10.00	150.00
910	lin. ft.	48-inch Corrugated Metal Pipe	15.00	13,650.00
110	lin. ft.	4-inch Sewer Pipe	2.00	220.00
80	only	Metal Sight Posts	2.00	160.00
2,050	lin. ft.	Cable Guard Rail	1.70	3,485.00
4	only	End Anchorages	100.00	400.00
28,400	cu. yd.	2" - 0 Rock in Base	1.35	38,340.00
9,200	cu. yd.	3/4" - 0 Rock in Base and Shoulders	1.75	16,100.00
1,300	M-gal.	Sprinkling	2.50	3,250.00
40,700	gal.	SS-1 Emulsified Asphalt in Sprinkling	0.18	7,326.00
13,600	tons	Class "B" Asphaltic Concrete	5.25	71,400.00
40	cu. yd.	Hauling and Placing Aggregates	4.50	180.00
810	cu. yd.	Furnishing and Placing Aggregates	3.50	2,835.00
65	tons	150-200 Asphalt in Oil Mat Wearing Surface	42.00	2,730.00
26	tons	RS-1 Asphalt in Oil Mat Wearing Surface	45.00	1,170.00
			Subtotal	$355,691.00
			10% Engr. & Cont.	35,569.10
			Total	$391,260.10

Length of Roadway 3.488 miles
Cost of Roadway per Mile $112,173.19

Type Code X021
Trout Creek Bridge (Sta. 418+26 to Sta. 419+44)(Contract No. 4224)

All Required		Remove Old Bridge	$	$ 2,500.00
210	cu. yd.	Structural Excavation	6.00	1,260.00
20	cu. yd.	Excavation Below Elevation Shown	12.00	240.00
220	lin. ft.	Furnish Steel Piling	5.20	1,144.00
8	only	Drive Steel Piles	60.00	480.00
250	cu. yd.	Class "A" Concrete	67.00	16,750.00
63,000	lbs.	Metal Reinforcement	0.115	7,245.00
50	lin. ft.	8-inch Metal Drain Pipe	5.00	250.00
			Subtotal	$ 29,869.00
			10% Engr. & Cont.	2,986.90
			Total	$ 32,855.90

Length of Structure 0.023 mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
2 Lane Roadway	$ 47,806.00	$ 29,580.00	$ 18,226.00
3 Lane Roadway	391,260.10	242,091.00	149,169.10
Structure	32,855.90	20,329.00	12,526.90
	$471,922.00	$292,000.00	$179,922.00

State Funds for Construction: Chp. 175, Laws 1917; Chp. 31, Laws 1920; Chp. 529, Laws 1939

State Funds for Maintenance: Chap. 529, Laws 1939.

4)

Oregon State Highway Department

Federal Aid
Project No F-72(3)

Sherman Junction - Willowdale Section of The Dalles-California Highway in Wasco and Jefferson Counties.

(Estimate as a basis for project agreement. Based on bid prices.)

Salem Oregon July 1954

Type Code 6202

2 Lane Grading (Sta 403+00 to Sta 449+00) (Contract No 4224)

all Required		Clearing and Grubbing (10%)		$2,313.00
820.	Cu yds	Trench Excavation, Unclassified	$3.00	2,460.00
1,400	" "	General Excavation, Section "A", Unclassified	0.28	392.00
330,000	yd sta	Stat Overhaul	0.01	3,300.00
9,100	cyd mi	Long Overhaul	0.40	3,640.00
0.87	Mile	Finishing Roadbed and Slopes	1000.00	870.00
4,100	Lin ft	Rounding Cut Banks	0.10	410.00
50	" "	12 inch Corrugated Metal Pipe	2.50	125.00
350	" "	18 inch " " "	3.25	1,137.50
65	" "	36 inch " " "	10.00	650.00
50	" "	Salvaging Culvert Pipe	1.00	50.00
20	Only	Metal Sight Posts	2.00	40.00

6,000	Cu yds	2"-0 Rock in Base	1.35	8,100.00
2,150	" "	3/4"-0 Rock in Base and Shoulders	1.75	3,762.50
300	M. Gal	Sprinkling	2.50	750.00
8,500	Gal	RS-1 Emulsified Asphalt in Sprinkling	0.18	1,530.00
2,300	Tons	Class B Asphaltic Concrete	5.25	12,075.00
30	Cu yds	Haul & Spread Covering aggregate	4.50	135.00
200	" "	Furnishing " " "	3.50	700.00
20	Tons	150-200 Asphalt in Oil Mat Wearing Surface	42.00	840.00
4	Tons	RS-1 " " " " " "	45.00	180.00
		Sub Total	$	43,460.00
		10% Engr & Cont		4 346.00
		Total	$	47,806.00

Length of Surfacing 0.848 Mile
Cost of Surfacing Per Mile $56,375.00

Type Code 6202

3 Lane Roadway (Sta 218+75 to Sta 403+00) (Contract No 4224)

all Required	Clearing and Grubbing (40%)		$ 9,252.00
860 cu yds	Trench Excavation, Unclassified	$ 3.00	2,580.00
157,500 " "	General Excavation, Location "A" Unclassified	0.28	44,100.00
191,100 " "	" " " "B" "	0.62	118,482.00
608,600 yd Sta	Short Overhaul	0.01	6,086.00
15,000 cu yd Sta	Long Overhaul	0.40	6,000.00
3.47 Miles	Finishing Roadbed and Slopes	1000.00	3,470.00
11,200 Lin ft	Rounding Cut banks	0.10	1,120.00
540 " "	18 Inch Corrugated Metal Pipe	3.25	1,755.00
290 " "	24 Inch " " "	5.00	1,450.00
15 " "	36 Inch " " "	10.00	150.00
910 " "	48 Inch " " "	15.00	13,650.00
110 " "	4 Inch Sewer Pipe	2.00	220.00
80 Only	Metal Sight Posts	2.00	160.00
2050 Lin ft	Cable Guard Rail	1.70	3,485.00
4 Only	End Anchorages	100.00	400.00
28,400 cu yds	2"-0 Rock in Base	1.35	38,340.00
9,200 " "	3/4-0 Rock in Base and Shoulders	1.75	16,100.00
1,300 M Gal	Sprinkling	2.50	3,250.00
40,700 Gal	SS1 Emulsified Asphalt in Sprinkling	0.18	7,326.00
13,600 Tons	Class "B" Asphaltic Concrete	5.25	71,400.00

40	Cu.yds	Hauling and Placing Aggregates	4.50	180.00
810	" "	Furnishing " "	3.50	2,835.00
65	Tons	150-200 Asphalt in [illegible] Hot Wearing Surface	42.00	2,730.00
26	Tons	RS-1 " " " " " "	45.00	1,170.00
		Sub-Total	$	355,691.00
		10% [illegible]		35,569.10
		Total	$	391,260.10

Length of Roadway 3.488 Miles
Cost of Roadway Per Mile $ 112,173.19

Type Code X021
Trout Creek Bridge (Sta 418+24 to Sta 419+44)(Contract No. 4224)

All Required	Remove Old Bridge		$ 2,500.00
210 Cu yds	Structure Excavation	$ 6.00	1,260.00
20 " "	Excavation Below Elevation Shown	12.00	240.00
220 Lin ft	Furnish Steel Piling	5.20	1,144.00
8 Only	Drive Steel Piles	60.00	480.00
250 Cu yds	Class A Concrete	67.00	16,750.00
63,000 lbs	Metal Reinforcement	0.115	7,245.00
50 Lin ft	Corr Metal Drain Pipe	5.00	250.00
	Subtotal		$ 29,869.00
	10% Eng & Cont		2 986.90
	Total		$ 32,855.90

Length of Structure 0.023 Mile

Summary of Funds

Description	Total Cost	Federal Funds	State Funds
2 Lane Roadway	$ 47,806.00	$ 29,580.00	$ 18,226.00
3 Lane Roadway	391,260.10	242,091.00	149,169.10
Structure	32,855.90	20,329.00	12,526.90
	$ 471,922.00	$ 292,000.00	$ 179,922.00

State Funds for Const; Chap 175, Laws 1917; Chap 31, Laws 1920;
Chap 529, Laws 1939.

State Funds for Maint. Chap 529, Laws 1939.

Oregon State Highway Department

Federal Aid
Project No. F-72(3)

SHERMAN JUNCTION-WILLOWDALE SECTION OF THE DALLES-CALIFORNIA HIGHWAY IN WASCO AND JEFFERSON COUNTIES

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon April 26, 1954

Type Code 6202
2 Lane Roadway (Sta. 403+00 to Sta. 449+00)

All Required	Clearing and Grubbing (10%)		$ 1,500.00
820 cu. yds.	Trench Excavation, Unclassified	$ 3.50	2,870.00
1,400 cu. yds.	General Excavation, Location "A", Unclassified	0.38	532.00
330,000 yd. sta.	Short Overhaul	0.01	3,300.00
9,100 C-yd. sta.	Long Overhaul	0.40	3,640.00
0.87 mile	Finishing Roadbed & Slopes	700.00	609.00
4,100 Lin. ft.	Rounding Cutbanks	0.20	820.00
50 lin.ft.	12-inch Corrugated Metal Pipe	3.00	150.00
350 lin.ft.	18-inch Corrugated Metal Pipe	4.50	1,575.00
65 lin.ft.	36-inch Corrugated Metal Pipe	12.50	812.50
50 lin.ft.	Salvaging Culvert Pipe	2.00	100.00
20 only	Metal Sight Posts	3.00	60.00
6,000 cu. yds.	2"-0 Rock in Base	2.00	12,000.00
2,150 cu. yds.	3/4" - 0 Rock in Base and Shoulders	2.25	4,837.50
300 M-gal.	Sprinkling	2.50	750.00
8,500 gals.	SS-1 Emulsified Asphalt in Sprinkling	0.25	2,125.00
2,300 tons	Class "B" Asphaltic Concrete	5.50	12,650.00
30 cu. yds.	Hauling and Placing Aggregates	2.50	75.00
200 cu. yds.	Furnishing and Placing Aggregates	3.50	700.00
20 tons	150-200 Asphalt in Oil Mat Wearing Surface	42.00	840.00
4 tons	RS-1 Asphalt in Oil Mat Wearing Surface	45.00	180.00
	Subtotal		$50,126.00
	10% Engr. & Cont.		5,012.60
	Total		$55,138.60

Length of Roadway 0.848 mile
Cost of Roadway per Mile $65,021.93

Type Code 6202
3 Lane Roadway (Sta. 218+75 to Sta. 403+00)

All Required	Clearing and Grubbing (40%)		6,000.00
860 cu. yds.	Trench Excavation, Unclassified	3.50	3,010.00
157,500 cu. yds.	General Excavation, Location "A", Unclassified	0.38	59,850.00
191,100 cu. yds.	General Excavation, Location "B", Unclassified	0.70	133,770.00

608,600	Yd.sta.	Short Overhaul	$ 0.01	$ 6,086.00
15,000	C-yd.sta.	Long Overhaul	0.40	6,000.00
3.47	miles	Finishing Roadbed and Slopes	700.00	2,429.00
11,200	lin. ft.	Rounding Cutbanks	0.20	2,240.00
540	lin. ft.	18-inch Corrugated Metal Pipe	4.50	2,430.00
290	lin. ft.	24-inch Corrugated Metal Pipe	6.50	1,885.00
15	lin. ft.	36-inch Corrugated Metal Pipe	12.50	187.50
910	lin. ft.	48-inch Corrugated Metal Pipe	18.00	16,380.00
110	lin. ft.	4-inch Sewer Pipe	1.00	110.00
80	only	Metal Sight Posts	3.00	240.00
2,050	lin. ft.	Cable Guard Rail	2.00	4,100.00
4	only	End Anchorages	35.00	140.00
28,400	cu. yds.	2" - 0 Rock in Base	2.00	56,800.00
9,200	cu. yds.	3/4" - 0 Rock in Base & Shoulders	2.25	20,700.00
1,300	M-gals.	Sprinkling	2.50	3,250.00
40,700	gals.	SS-1 Emulsified Asphalt in Sprinkling	0.25	10,175.00
13,600	tons	Class "B" Asphaltic Concrete	5.50	74,800.00
40	cu. yds.	Hauling and Placing Aggregates	2.50	100.00
810	cu. yds.	Furnishing and Placing Aggregates	3.50	2,835.00
65	tons	150-200 Asphalt in Oil Mat Wearing Surface	42.00	2,730.00
26	tons	RS-1 Asphalt in Oil Mat Wearing Surface	45.00	1,170.00
		Subtotal		$417,417.50
		10% Engr. & Cont.		41,741.75
		Total		$459,159.25

Length of Roadway 3.488 mile
Cost of Roadway per Mile $131,639.69

Type Code X021
Trout Creek Bridge (Sta. 418+24 to Sta. 419+44)

All Required		Remove Old Bridge		2,500.00
210	cu. yds.	Structural Excavation	7.00	1,470.00
20	cu. yds.	Excavation Below Elevation Shown	10.00	200.00
220	lin. ft.	Furnish Steel Piling	5.00	1,100.00
8	only	Drive Steel Piles	80.00	640.00
250	cu. yds.	Class "A" Concrete	70.00	17,500.00
63,000	lbs.	Metal Reinforcement	0.12	7,560.00
50	lin. ft.	8-inch Metal Drain Pipe	4.00	200.00
		Subtotal		$31,170.00
		10% Engr. & Cont.		3,117.00
		Total		$34,287.00

Length of Structure 0.023 mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
2 Lane Roadway	$55,138.60	$34,174.00	$20,964.60
3 Lane Roadway	459,159.25	284,576.00	174,583.25
Structure	34,287.00	21,250.00	13,037.00
	$548,584.85	$340,000.00	$208,584.85

RECEIVED
OCT 6 - 1954
FOR FILING
FORM E-30X—30M—6-54—78196

BF - 72 (2)
- 72 (3)
4224

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 5, 1954

SUBJECT:

NOTED
W. C. WILLIAMS

To:
Mr. W. E. Chandler
Division Engineer
State Highway Department
P. O. Box 151
Bend, Oregon

Dear Sir:

The subcontract between J. W. Briggs and C. P. Patterson, covering Items 30 to 36, inclusive, on the Sherman Junction-Willowdale Contract No. 4224, Oregon BF-72 (2) and BF-72 (3), is approved and you may so inform the interested parties.

Five copies of the subcontract are returned herewith for distribution.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:of

Encls.

cc to: W. C. Williams
C. G. Polk (2)

RECEIVED
JUL 28 1954
FOR FILING

CF - 72(2)
F - 72(3)
4224

July 28, 1954

Mr. J. W. Briggs
233 Oregon Avenue
P. O. Box 283
Bend, Oregon

Dear Sir:

We enclose herewith for your files a fully executed copy of contract No. 4224, which was awarded to you June 25, 1954 by the State Highway Commission, covering the Sherman Junction-Willowdale Section of The Dalles-California Highway in Wasco and Jefferson Counties.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
FOR FILING

FF-72(2) FORM E-30X 37½ 3-54 73730
F-72(3)
4224

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 12, 1954

SUBJECT:

NOTED
W. C. WILLIAMS

To:
Mr. W. E. Chandler
Division Engineer
State Highway Department
P. O. Box 151
Bend, Oregon

Dear Sir:

The subcontract between J. W. Briggs and Warren Northwest, Inc., covering Items 20 to 28, inclusive, on the Sherman Junction-Willowdale Contract No. 4224, Oregon FF-72(2)(3), is approved and you may so inform the interested parties.

Four copies of the subcontract are returned herewith for distribution.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:of

Encls.

cc to: W. C. Williams
C. G. Polk (2)

RECEIVED
FOR FILING

June 28, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order For State Force Work No. 230 covering the moving and installing of water pipe lines at Stations 217+15 to 222+30 and Stations 326+25 to 337+00 on the Sherman Junction-Willowdale Section of The Dalles-California Highway in Wasco and Jefferson Counties, Contract No. 4224, in connection with Federal Aid Project No. HF-72 (2), F-72 (3).

This item is provided for as "Extra Work" in the special provisions of the contract and the contract authorization. The work is to be performed by State forces.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

MCW:tp

Encl.

RECEIVED
FOR FILING

BF-72(2)
F-72(3)
[illegible]

June 28, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on May 14, 1954 on Contract No. 4224, Sherman Junction-Willowdale Section, in Wasco and Jefferson Counties, in connection with Federal Aid Project No. BF-72 (2), F-72 (3).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

WCW:tp

RECEIVED
FOR FILING

BF-72(2)
[illegible]
4224

AGENDA
AUG 9 1954

30-2

June 25, 1954

Mr. J. W. Briggs
233 Oregon Avenue
Bend, Oregon

Dear Mr. Briggs:

The State Highway Commission on May 11, 1954 accepted your proposal for grading and paving and construction of a concrete bridge on Sherman Junction-Willowdale Section of The Dalles-California Highway in Wasco and Jefferson Counties for the sum of $693,998.00 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been satisfied. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 4224.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By
Floyd Query, Assistant Secretary

jmc

cc: R. G. Savage (SIAC)
H. G. Smith
S. H. Probert
G. S. Paxson
Goldie Lewis

E.K

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a fullrate telegram	
FULL RATE TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$
S
E

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206 10-51

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the fullrate	
FULL RATE	
LETTER TELEGRAM	
SHIP RADIOGRAM	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

11:20 A. M.
June 25, 1954

J. W. Briggs
233 Oregon Avenue
Bend, Oregon

Contract for grading, paving, and concrete bridge on Sherman Junction-Willowdale Section of The Dalles-California Highway, Wasco and Jefferson Counties for which you submitted low bid on May 11, 1954 awarded you today. Contract forms follow shortly.

Floyd Query, Assistant Secretary
OREGON STATE HIGHWAY COMM.

cc: Accounting (5003-900)
Files ✓
C. W. Head

Very truly yours,

CGFolk
C. G. FOLK
District Engineer

JUN [illegible] 1954
[illegible] COMMISSION

File

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

OREGON DISTRICT

June 25, 1954

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired for Oregon Project BF-72(2), ✓ Sherman Junction-Willowdale Section of The Dalles-California Highway, we hereby concur as of this date in award of Contract No. 4224 to J. W. Briggs of Bend, Oregon, low bidder in the total amount of $693,998.00 for this project and Project F-72 (3) at the May 11, 1954 bid opening.

Very truly yours,

C G Folk
C. G. FOLK
District Engineer

RECEIVED
JUN 28 1954
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

File

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

June 25, 1954

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired for Oregon Project F-72(3), Sherman Junction-Willowdale Section of The Dalles-California Highway, we hereby concur as of this date in award of Contract No. 4224 to J. W. Briggs of Bend, Oregon, low bidder in the total amount of $693,998.00 for this project and Project BF-72(2), at the May 11, 1954 bid opening.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

RECEIVED
JUN 29 1954
OREGON
STATE HIGHWAY COMMISSION

RECEIVED

FOR FILING

F-72

June 25, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for grading, paving and bridge construction on the Sherman Junction-Willowdale Section of The Dalles-California Highway in Wasco and Jefferson Counties, Projects BF-72 (2) and F-72 (3), to J. W. Briggs of Bend, Oregon, on the basis of the bid of $693,998 submitted on May 11, 1954.

All rights of entry required for this contract are acquired.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

SHP:gs

RECEIVED
FOR FILING

June 7, 1954

Mr. J. F. Quirk
District Plant Engineer
Pacific Telephone and Telegraph Co.
Portland, Oregon

Dear Mr. Quirk:

This letter is your authority to proceed with the relocation of your poles on the Sherman Junction-Willowdale Section of The Dalles-California Highway which are on private property by virtue of easement.

This is in accordance with your letter of May 19 to W. E. Chandler setting forth an estimated cost of $2,100.00.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

cc W. E. Chandler
Lowell Stratton
H. G. Smith

THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY

Portland, May 19, 1954

Oregon State Highway Department
Bend, Oregon

Attention: Mr. W. E. Chandler, Division Engineer

Gentlemen:

In connection with your "Sherman Junction - Willowdale" highway construction project, it is necessary for us to relocate a portion of our toll pole line at the request of your Mr. L. M. Stratton, Resident Engineer.

The following Telephone Company plant is involved:

Toll pole 3114 to Toll pole 3124 Between Highway Station 372+00 and 386+00 and Toll Pole 3157 to 3164 Between Station 427+00 and 436+00.

As the above pole line is on private property by virtue of an easement, we feel that the Telephone Company should be reimbursed for the cost of this relocation.

We will be pleased to receive your letter authorizing us to bill you for the actual cost less salvage of the work involved which we estimate to be $2,100.00.

Yours very truly,

J. F. Quirk

J. F. Quirk
District Plant Engineer

JPK:bg
R.O. 52255

NOTED
DEAN SWIFT

NOTED
R. H. CLARK

RECEIVED
JU[illegible]
FOR FILING

Const
R/W
The Dalles-Calif.

June 15, 1924

Mr. J. [illegible]. Briggs
233 Oregon Ave.
Bend, Oregon

Dear Sir:

We have been requested by Dooly & Co. to send the contract awarded to you by the State Highway Commission, covering the Sherman Junction-Willowdale Section of the The Dalles-California Highway in Wasco and Jefferson Counties, directly to them as soon as they are ready for execution.

Will you please advise this office if this meets with your approval as it is our practice to send the contracts to the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

RECEIVED
FOR FILING

Const
R/W
The Dalles - Cal.

March 11, 1954

Oregon State Highway Commission

Gentlemen:

We have completed the location survey of the Sherman Junction-Willowdale Section of US 97, and I attach hereto a sketch map indicating the revised location. While the revised location follows in general the routing of the existing highway, it is necessary to rebuild practically all of the existing road by reason of its inferior alignment with tortuous curves and restricted sight distances. This project has a bond allotment of $1,000,000, and we propose to call bids for this section at the May meeting if the rights of way can be acquired.

This matter will be on the next agenda, and I recommend your approval of the survey as indicated.

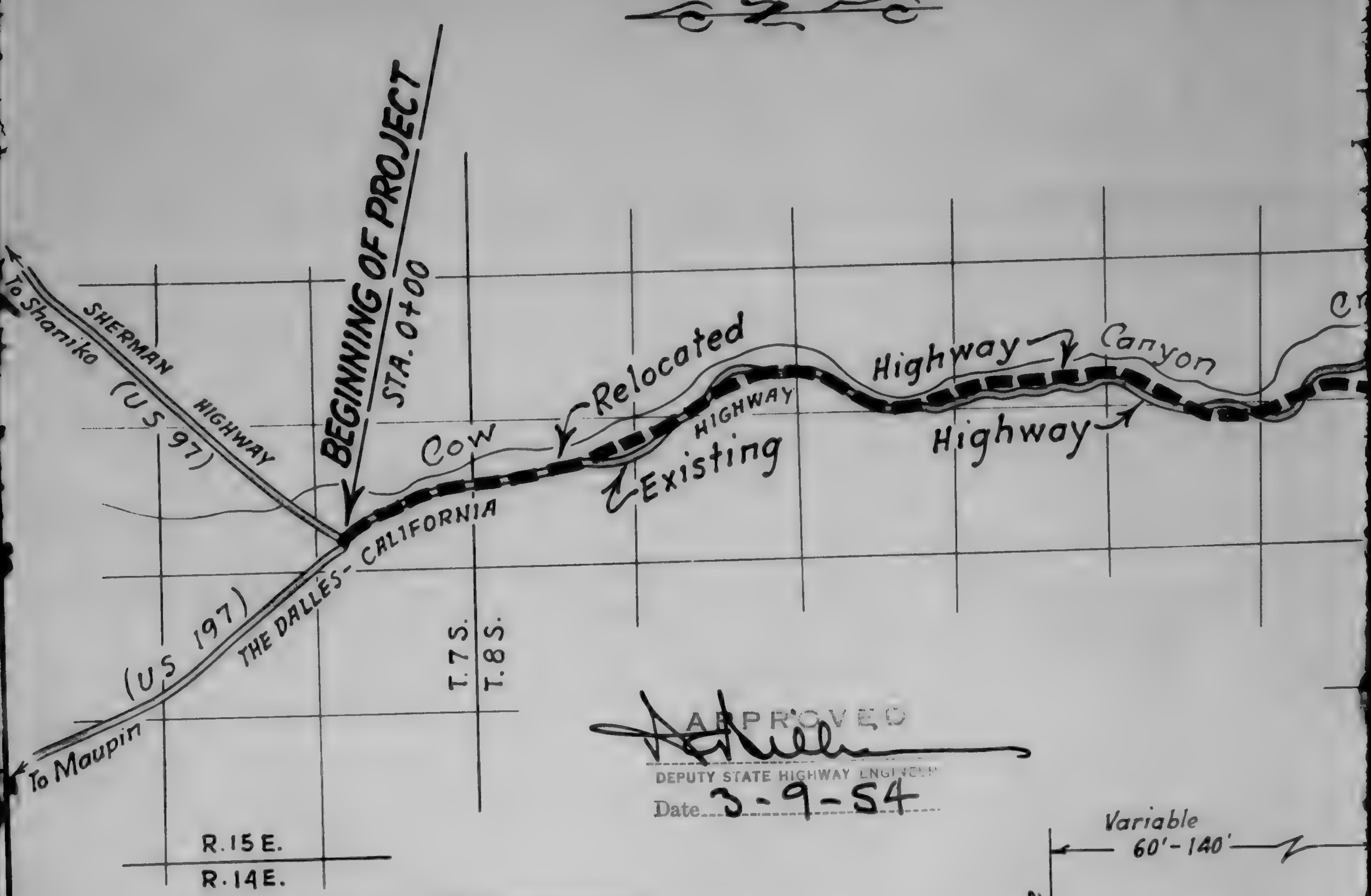
Very truly yours,

R. H. Baldock
State Highway Engineer

Enclosure

cc Mr. H. G. Smith

WCW:me fp


N
BEGINNING OF PROJECT
STA. 0+00
To Shaniko
SHERMAN HIGHWAY
(US 97)
To Maupin
(US 197)
THE DALLES-CALIFORNIA
Cow
Relocated
Highway
Canyon
Cr
HIGHWAY
Existing
Highway
T.7 S.
T.8 S.
R.15 E.
R.14 E.

APPROVED

DEPUTY STATE HIGHWAY ENGINEER

Date 3-9-54

OREGON STATE HIGHWAY DEPARTMENT

Survey Approval Map

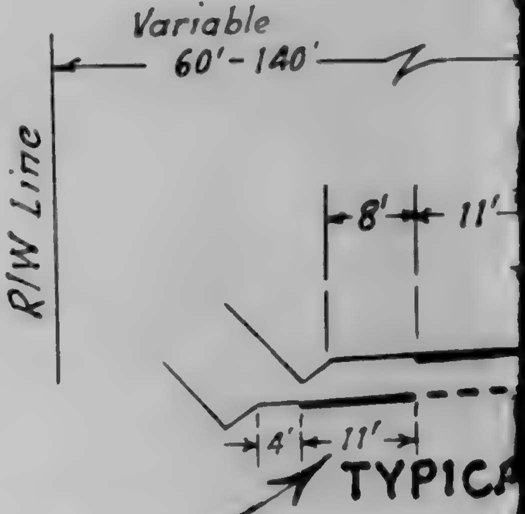
SHERMAN JCT.-WILLOWDALE SECTION

THE DALLES-CALIFORNIA HIGHWAY

WASCO & JEFFERSON COUNTIES

Scale: 1" = 1 Mi. March, 1954

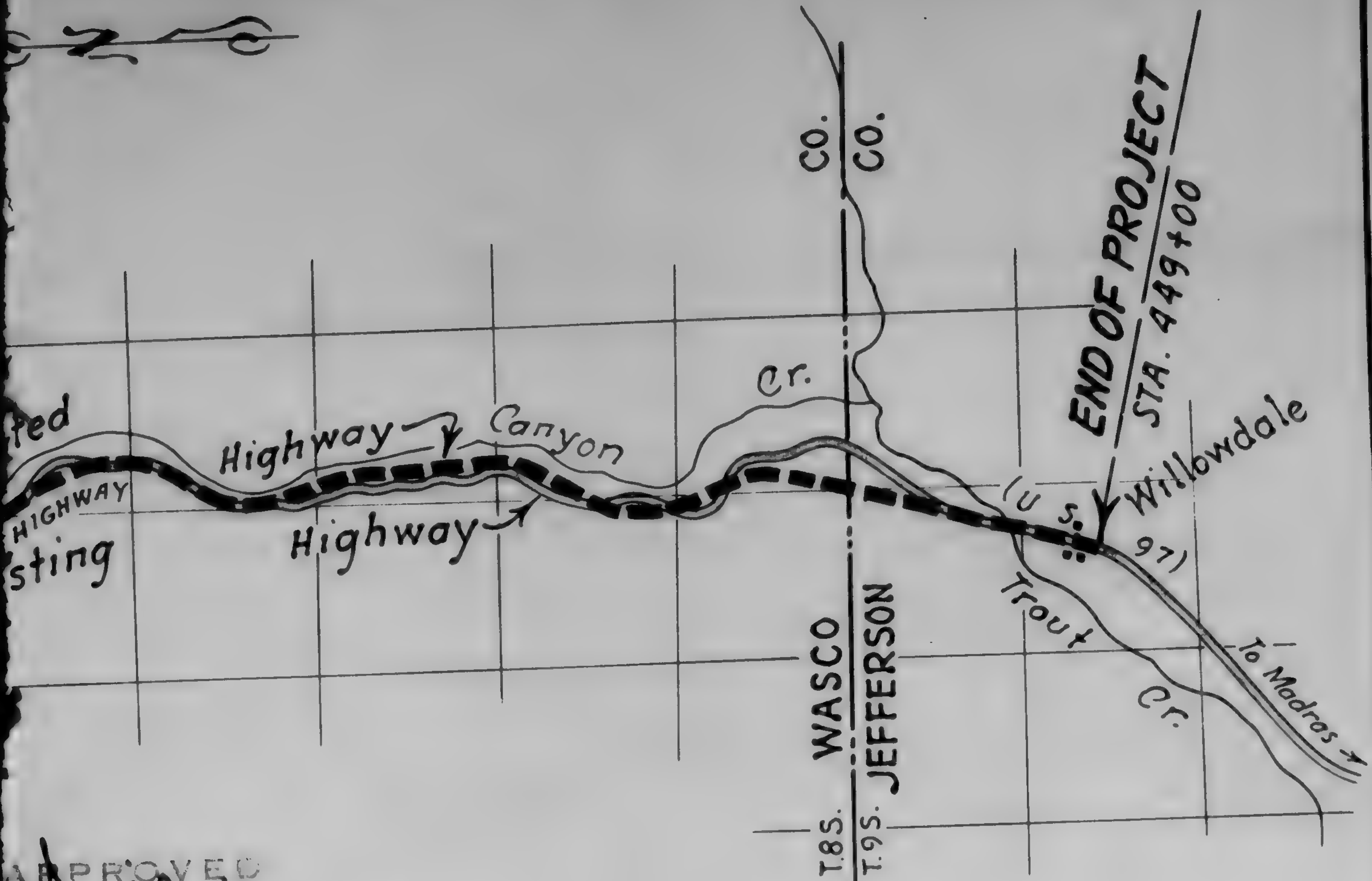
For Details see 7B-27-1 & 7B-27-2


Variable
60'-140'
R/W Line
8'
11'
4'
11'

TYPICA

Climbing Lane to be added where needed

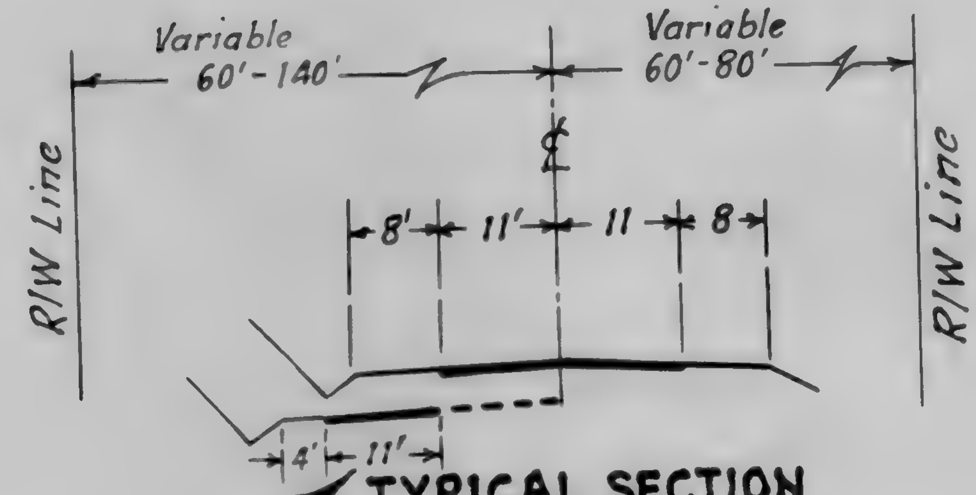
IR-5-521



CO.
CO.
END OF PROJECT
STA. 449+00
Cr.
Canyon
Highway
Highway
HIGHWAY
ted
sting
(U. S. 97)
Willowdale
Trout
Cr.
To Madras
WASCO
JEFFERSON
T.8S.
T.9S.

APPROVED
UTY STATE HIGHWAY ENGINE
3-9-54

TION



Variable
60'-140'
Variable
60'-80'
℄
R/W Line
R/W Line
8'
11'
11
8
4'
11'

TYPICAL SECTION

Climbing Lane to be added where needed

RECEIVED

FORM E-30 2M 8-51 88219

inal

r/w

he Dalles-Calif

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 9, 1954

SUBJECT:

To:

Mr. W. C. Williams
Deputy State Highway Engineer
Office

Dear Sir:

Herewith seven copies of a survey approval map of the Sherman Jct.-Willowdale Section of The Dalles-California Highway, for commission approval. This project is tentatively scheduled for contracting at the May 12th and 13th letting with an appropriation of $1,000,000.00.

Very truly yours,

H. G. Smith
Construction Engineer

By Edwin A Pease

Edwin A. Pease
Construction Office Engineer

EAP:of

Encls.

NOTED
W. C. WILLIAMS

FORM F 30 25M 8-51 #2315

Const
[illegible]
The Dalles - Calif

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon

August 28, 1953

NOTED
W. C. WILLIAMS

SUBJECT: Willowdale-Sherman Jct.
The Dalles-California Hwy.
Shrinkage Test

To: Mr. Forrest Cooper
Ass't. Construction Engineer
Office

Dear Sir:

At the request of Ray Webber this will answer your letter of August 27, 1953, relative to the report of Mr. J. B. Scott, Division Geologist, on soil shrinkage on the Willowdale-Sherman Junction project on The Dalles-California Highway.

As per conversation with Mr. Scott on August 26th, and immediately reported to you personally, the tests were made on the soils occurring at Station P3 345+50 center line, and at Mile Post ± 77, 20 feet right of centerline. Mr. Scott reported that these were preliminary tests on the soil portion of the material expected to be handled and which is thought, at this time, to constitute about 15 - 20% of the total quantity of the project subgrade material.

Mr. Scott assured me that it was not his intention to imply that the average of 22.7% shrinkage was to cover the project, and that in the future such an implication would not be in his report which would clearly state on what portion of the project quantities his estimate of soil shrinkage was made.

Very truly yours,

Ray Webber
Ass't. Construction Engineer

By

W. C. Hill
Soils Engineer

WCH:of

cc W. C. Williams
W. E. Chandler

RECEIVED
SEP 1 1953
FOR FILING
FORM E-30 25M 9-51 92315

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
August 27, 1953

To: Mr. Ray Webber
Ass't. Construction Engineer
OFFICE

SUBJECT:

NOTED
W. C. WILLIAMS

Dear Sir:

I note a report from James B. Scott, Division Geologist, dated August 21, 1953, in which he sets up the 22.7% shrinkage for the Willowdale-Sherman Junction Project.

I do not have sufficient information to determine if he is making this recommendation to cover the entire job, but apparently he is. The major portion of this project, which is in Cow Canyon, is virtually 100% Columbia River basalt with a very thin overburden of soil. If this is the section to which Scott is referring, he is obviously in error.

Will you please follow this matter up and see what it is all about.

Very truly yours,

H. G. Smith
Construction Engineer

By

Forrest Cooper
Ass't. Construction Engineer

FC:js
cc W. C. Williams ✓
W. E. Chandler

RECEIVED
MAY 1 4 1954
FOR FILING

PP-12(
F-72(
4-29

PP-12
F-72

May 13, 1954

J. W. Briggs
233 Oregon Avenue
Bend, Oregon

Dear Sir:

The State Highway Commission on May 11, 1954 accepted your bid in the amount of $693,998.00 for grading and paving and construction of a 120-foot concrete bridge on the Sherman Junction-Willowdale Section of The Dalles-California Highway about 19 miles north of Madras in Wasco and Jefferson Counties, which was the low bid received for that job. The Commission referred the bid to the Engineer with authority to award the contract to you as soon as certain conditions have been satisfied.

I enclose for your immediate information a copy of the proposal form pertaining to this job for use by you pending receipt of the contract and bond forms. Your attention is particularly called to the paragraphs on page 5 under the heading "Restriction on Commencement of Work".

Respectfully yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By

Floyd Query, Assistant Secretary

ehr

cc S. H. Probert
H. G. Smith
G. S. Paxson
R. G. Savage, SIAC

File

FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

[illegible]
F-72 [illegible]
[illegible]

April 28, 1954

NOTED
W. C. WILLIAM

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The addition of Item 162, Project F-72(3) to the Oregon Federal-aid Primary Highway Program (Stage 2) was approved April 21, 1954.

The project will appear on the program as follows:

Item No.	162
County	Wasco and Jefferson
Project No.	F-72(3)
State Route No.	US 97
Termini	4.2 miles south of Sherman Junction to Willowdale
Construction Cost:	
Total	$665,000
Federal Funds	$399,000
State Funds	$266,000
Length	4.25 miles
Character of Proposed Work	Grade and drain. 2-lane high type pavement with truck passing lanes on sections of heavy grades.

Very truly yours,

C. G. Polk

C. G. POLK
District Engineer

RECEIVED
APR 29 1954
OREGON
STATE HIGHWAY C ION

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RECEIVED FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

April 27, 1954

127-72(2)

NOTED
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project BF-72(2), Sherman Junction-Willowdale Section of The Dalles-California Highway. This is to authorize your advertising for bids.

Concurrence in award will be withheld pending notification that all rights of way or rights of entry have been acquired. There is a 100 M. gal. discrepancy in the quantity of "Sprinkling" shown under Item 22 of the bid schedule when compared to both the estimate and summary of the combined projects. Any corrections necessary may be made when submitting the agreement estimate.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
MAY 6 1954
OREGON
STATE HIGHWAY COMMISSION

P

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

RECEIVED
FOR FILING
OREGON DISTRICT

[illegible]
F-72(3)

7-72(3)

April 27, 1954

NOTED
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project F-72(3), Sherman Junction-Willowdale Section of The Dalles-California Highway in Jefferson and Wasco Counties.

This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending advice that all rights of way or rights of entry have been acquired.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

RECEIVED
MAY 6 1954
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

BF-72 (2)
F-72 (3)
[illegible]

April 22, 1954

BF-72 (2)
F-72 (3)

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

In connection with the Sherman Junction-Willowdale Project, BF-72 (2) and F-72 (3), it will be necessary to place an oiled surfacing on detour roads before the contractor can economically begin the production of the crushed rock which will be needed later in other parts of the work. For that reason, we propose to permit the contractor to use rock from State-owned stockpiles in the construction of this oiled surfacing on detours.

The quantity involved is only 200 cubic yards and we are willing to furnish it on a nonparticipating basis and without charge to the contractor.

May we have your approval of this procedure?

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

SHP:gs

RECEIVED
APR 22 1954
FOR FILING

BF-72(2)
F-72(3)
4224

-72(2)
-72(3)

April 8, 1954

Mr. C. C. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

As a part of our Federal Aid Primary Highway Program, it is our desire to contract the construction of the South Unit of the Shaniko Junction-Willowdale Section of The Dalles-California Highway.

The program data for this project is as follows:

Item No.	162
County	Wasco and Jefferson
Project No.	F-72 (3)
State Route No.	US-97
Termini	4.2 miles South of Shaniko Junction to Willowdale
Construction Cost:	
Total	$665,000
Federal Funds	399,000
State Funds	266,000
Other Funds	- -
Project Totals:	
Total Cost	$665,000
Federal Funds	266,000
Length	4.25 miles
Character of Proposed Work	Grade and Drain. 2-lane high type pavement with truck passing lanes on sections of heavy grades.

Traffic data for the project are the same as those submitted for the North Unit of the Shaniko Junction-Willowdale Section, Project No. BF-72 (2), Bond-Financed Program Item No. 91.

It is planned to contract the two projects, HP-72 (F) and F-72 (3), together, the programming of them separately being occasioned by the two classes of funds to be used in the improvement.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:tp

S-163(1) Ridge Rd.-Morrow Co. Line 1954
& N. Unit, Lost Valley Rd.-
#4225 Lonerock Oil. Project

S-163(1) Ridge Rd.-Morrow Co. Line 1954
& N. Unit, Lost Valley Rd.-
#4225 Lonerock Oil. Project

rm A-130 10M 3-54

INVOICE

Oregon State Highway Department

Salem, Oregon

Gilliam County
Condon, Oregon

Attn: County Court

Contract 4225
S-131(2) & S-163(1)

Invoice No. 38251
Date March 10, 1955
Your Req. No.
Billing Request No. cc-135
Credit distribution: 511-1016-297

Final billing county share of total costs of 4. unit, Lost Valley Road-Lonerock and Ridge Road, Morrow County line FAS project in Gilliam County. Covered by agreement dated June, 1954.

Original deposit	6,500.00	
Less: Amount previously transferred	5,000.00	
Balance Advance Deposit		$1,500.00
Cost of project as per attached statement	6,798.90	
Less: Amount previously transferred	5,000.00	
Balance due		1,798.90
Amount due		$ 298.90

ACKNOWLEDGMENT OF BILLING REQUEST
Cash Received with Request: $
By

this office.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:mm

NOTED
Harold C. Ayers

NOTED
J. W. CATTRALL

March 10, 1955

Gilliam County Court
Court House
Condon, Oregon

NOTED
J. F. HAGEMANN

Gentlemen:

Final costs on the North Unit, Lost Valley Road-Lonerock Section of FAS 441, and the Ridge Road-Morrow County Line Section of FAS 573 are now available and it has been determined that the agreed county share of these costs is $6,798.90 as shown in the attached cost statement. As the county initially deposited $6,500, the balance of $298.90 is due the state. A billing form for this amount will be forwarded you by our Accounting Division within the next seven to ten days and payment should be made upon receipt of said form.

If you have any questions on this matter, please contact this office.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:mm

OREGON STATE HIGHWAY DEPARTMENT
ITEMIZED STATEMENT OF FINAL COSTS
N. UNIT, LOST VALLEY ROAD-LONEROCK, FAS 441, and
RIDGE ROAD-MORROW COUNTY LINE, FAS 573
CONTRACT NO. 4225
GILLIAM COUNTY
3/9/55

PAYMENTS TO CONTRACTOR

Item	Unit	Unit Price	Quantity	Total Cost
1. Process base material	mile	$100.00	5.57	$ 557.00
2. Preparation of base	mile	100.00	4.76	476.00
3. Haul & place 3/4"-0" material in binder course	c.y.	1.60	1,490.00	2,384.00
4. Haul & place aggregate	c.y.	1.40	3,235.00	4,529.00
5. Furnish & place MC-2 asphalt in binder course	- - - - - -	none	- - - - -	- - - - - -
6. Furnish & place 150-200 asphalt	ton	39.00	330.11	12,874.29
7. Sprinkling	M/gal.	3.00	270.00	810.00
P.A. #1 - Furnish and place RC-3 asphalt in binder course	ton	41.00	231.37	9,486.17

Subtotal.... $31,116.46

CONSTRUCTION ENGINEERING .... $ 2,151.33

Total Construction Costs.... $33,267.79

Federal Funds Collected for Project.... $19,670.00

AGREED COUNTY SHARE OF TOTAL COSTS

50% of difference between total cost and federal funds:
($33,267.79 - $19,670.00) X 1/2 = $6,798.90

County Share Total Costs $6,798.90
Less County Advance Deposit 6,500.00

BALANCE DUE STATE FROM COUNTY...... $ 298.90

FAS [illegible] County [illegible] Contract No. [illegible]

Section [illegible]

Location [illegible]

[illegible] 54

54-C-143

53-C-56

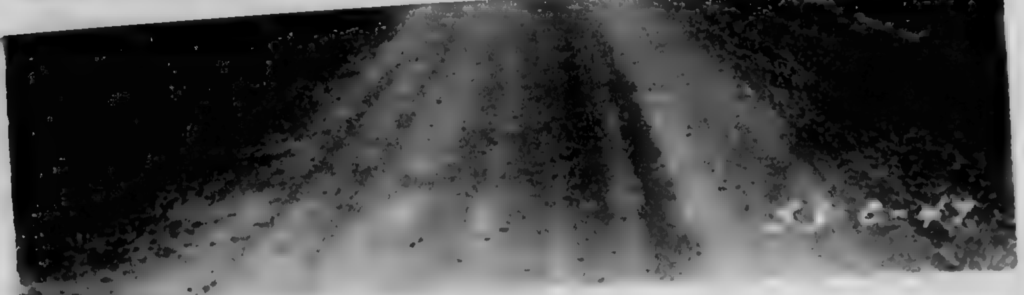
[illegible]

FAS 441 County [illegible] Contract No. 4525

Section Lo[illegible]

Location [illegible]

11-17-54



5 7 4 1954

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9534-1954

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[illegible]
5-16(1)
5-131(2)

OREGON STATE HIGHWAY DEPARTMENT
(date)
November 10, 1954

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
4225	2-Final	J. C. Compton Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
23059	D-108232	$ 1,043.58	11/10/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION
Ruth Rawlings

Specified Completion Date: Aug. 31, 1954

Time Extensions: None

Completion Date: Aug. 3, 1954

Date Accepted: Aug. 9, 1954

Penalties: None of record

Claims: None of record

Remarks:

Date: 11-10-54

To the Accounting Division:

Release of the above warrant is hereby authorized.

Floyd Query
~~H. B. Glaisyer~~
ass't Secretary

NOTED ON CARD
11-12-54 [illegible]

Warrant Mailed: [illegible] 54

RECEIVED
NOV 3 1954
FOR FILING

FAP S-162(1)
S-131(?)
4[illegible]

November 1, 1954

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower - 6th Floor
San Francisco 4, California

Gentlemen:

State Highway contract No. 4225 for work performed on the
Ridge Road-Morrow County Line and North Unit, Lost Valley Road-
Lonerock Sections of the Base Line and Lonerock Roads in Gilliam
County was completed by the contractor, J. C. Compton Company,
on August 3, 1954, and was formally accepted by the Highway Com-
mission on August 9, 1954.

Final payment in the amount of $1,043.58 will be released to
the contractor on or after November 12, 1954. The total contract
amount is $31,116.46, and no force account work was performed on
the project.

The State is not advised of any unpaid claims for labor or
materials or of the existence of any claims, debts, dues or de-
mands incurred in the performance of such work and remaining
unsatisfied, and the State assumes no responsibility for such
claims should there be any.

This notice is sent to you as you appear as surety on the
performance bond furnished by the contractor on this project.
Please acknowledge receipt of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

do

NOTED ON CARD
11-1-54

cc: Glens Falls Indemnity Co.,
Gordon Carey Insurance Agency
334 Third Street
McMinnville, Oregon

Form PR 2 (Revised 1950)

1-1 15

State **Oregon**

Federal Aid Secondary

Project No. **S-131(2)**

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this **8th** day of **October**, 19**54**, by and between **The Oregon State Highway Commission**, constituting for the purpose hereof, the Highway Department of the State of **Oregon** hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the **2nd** day of **April**, 19**54**, a program, which was approved on the **21st** day of **April**, 19**54**, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were ~~recommended for approval~~ **approved** by the District Engineer of the Bureau of Public Roads on the **8th** day of **June**, 19**54**; and

Whereas the ~~Division~~ **District** Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of **nine thousand, seventy and 00/100** dollars ($**9,070.00**) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

A4.63

GPO 16—11370-5

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 11, Laws 1920; Chapter [illegible], Laws 1939.

act of legislature by which authorized)

(*b*) From other sources Cash deposited by Gilliam County with the Highway Department.

[illegible]

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station [illegible] in the SE 1/4, Section [illegible], T. [illegible] N., R. 22 E., W.M., and survey station [illegible] in the NW 1/4, Section 15, T. 3 N., R. 21 E., W.M., without exception,

length [illegible] [illegible] [illegible]

being Oregon Federal Aid / Secondary Project No. S-[illegible], [illegible]

[illegible]

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. [illegible]

[illegible]

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of nine thousand, seventy and 00/100 dollars ($9,070.00), which does not exceed the authorized Federal pro rata share of fourteen thousand, six hundred forty-six and 50/100 dollars ($14,646.50), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Bureau of Public Roads shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available) Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

Attest
SECRETARY

RECOMMENDED FOR APPROVAL:
STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS,

By
Acting *Division Engineer,*
Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—11379-5

A4.62

RECEIVED OCT 7 1954 DIVISION 8

RECEIVED OCT 13 1954

Oregon State Highway Department

Federal Aid Secondary
Project No. S-131 (2)

NORTH UNIT, LOST VALLEY ROAD-LONEROCK SECTION OF THE LONEROCK ROAD IN GILLIAM COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 4, 1954

Type Code 3210
Roadway (Sta. 318+27 to Sta. 583+00) (Contract No. 4225)

5.01	miles	Preparation of Base	$100.00	$ 501.00
500	cu. yds.	Hauling and Placing 3/4" - 0 Material in Binder Course	1.60	800.00
1,560	cu. yds.	Hauling and Placing Aggregates	1.40	2,184.00
85	tons	Furnishing and Placing MC-2 Asphalt in Binder Course	41.00	3,485.00
155	tons	Furnishing and Placing 150-200 Asphalt	39.00	6,045.00
100	M-gal.	Sprinkling	3.00	300.00
			Subtotal	$13,315.00
			10% Engr. & Cont.	1,331.50
			Total	$14,646.50

Length of Roadway 5.009 miles
Cost of Roadway per Mile $2,924.03

Federal Funds	$ 9,070.00
State Funds	2,788.25
County Funds	2,788.25
	$14,646.50

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
Funds for Maintenance: Chap. 529, laws 1939

Note: Cash has been deposited by Gilliam County with the Highway Department.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-131 (2)

NORTH UNIT, LOST VALLEY ROAD-LONEROCK SECTION OF THE LONEROCK ROAD IN GILLIAM COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, June 3, 1954

Type Code 3210
Roadway (Sta. 318+27 to Sta. 583+00)

5.01	miles	Preparation of Base	$250.00	$ 1,252.50
500	cu. yds.	Hauling and Placing 3/4" - 0 Material in Binder Course	1.60	800.00
1,560	cu. yds.	Hauling and Placing Aggregates	1.60	2,496.00
85	tons	Furnishing and Placing MC-2 Asphalt in Binder Course	44.00	3,740.00
155	tons	Furnishing and Placing 150-200 Asphalt	42.00	6,510.00
100	M-gal.	Sprinkling	4.00	400.00
			Subtotal	$15,198.50
			10% Engr. & Cont.	1,519.85
			Total	$16,718.35

Length of Roadway	5.009 miles
Cost of Roadway per Mile	$3,337.66

Federal Funds	$ 9,600.00
State Funds	3,200.00
County Funds	3,918.35
	$16,718.35

Form PR 2 (Revised 1950)

1407

State Oregon

Federal Aid Secondary

Project No. S-163(1)

U. S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 8th day of October, 1954, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 2nd day of April, 1954, a program, which was approved on the 21st day of April, 1954, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were approved ~~recommended for approval~~ by the District Engineer of the Bureau of Public Roads on the 8th day of June, 1954; and

Whereas the District ~~Division~~ Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of ten thousand, six hundred and 00/100 dollars ($10,600.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources Cash deposited by Gilliam County with the Highway Department. (State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 248+00 on the south boundary of Section 8, T. 1 S., R. 22 E., W.M., and survey station 34+08 near the northeast corner, Section 12, T. 1 S., R. 22 E., W.M., at the Morrow County Line, without exception, ________, length 5.573 miles, in Gilliam County, being Oregon Federal Aid / Secondary project No. S-163(1), consisting of 5.573 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ________ ~~of a mile in length~~.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of ten thousand, six hundred and 00/100 dollars ($10,600.00), which does not exceed the authorized Federal pro rata share of seventeen thousand, one hundred eleven and 60/100 dollars ($17,111.60), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Bureau of Public Roads shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available) Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

Attest

SECRETARY

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

By Ben R Chandler
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By
Acting *Division Engineer,*
Bureau of Public Roads.

RECEIVED
OCT 13 1954
OREGON DISTRICT

RECEIVED
OCT 7 1954
DIVISION 8

SEP 7 1954

Oregon State Highway Department

Federal Aid Secondary
Project No. S-143 (1)

RIDGE ROAD-MORROW COUNTY LINE SECTION
OF THE BASE LINE ROAD IN GILLIAM COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 4, 1954

Type Code 3210
Roadway (Sta. 248+00 thru Equ. Sta. 509+48.33 = 1+29.30 to Sta. 34+08)
(Contract. No. 4225)

5.57	miles	Processing Base Material	$100.00	$ 557.00
580	cu. yds.	Hauling and Placing 3/4" - 0 Material in Binder Course	1.60	928.00
1,740	cu. yds.	Hauling and Placing Aggregates	1.40	2,436.00
95	tons	Furnishing and Placing MC-2 Asphalt in Binder Course	41.00	3,895.00
170	tons	Furnishing and Placing 150-200 Asphalt	39.00	6,630.00
370	M-gal.	Sprinkling	3.00	1,110.00
			Subtotal	$15,556.00
			10% Engr. & Cont.	1,555.60
			Total	$17,111.60

Length of Roadway	5.573 miles
Cost of Roadway per Mile	$3,070.44

Federal Funds	$10,600.00
State Funds	3,255.80
County Funds	3,255.80
	$17,111.60

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
Funds for Maintenance: Chap. 529, laws 1939

Note: Cash has been deposited by Gilliam County with the Highway Department.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-163 (1)

RIDGE ROAD-MORROW COUNTY LINE SECTION OF THE BASE LINE ROAD IN GILLIAM COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, June 3, 1954

Type Code 3210
Roadway (Sta. 248+00 thru Equ. Sta. 509+48.33 = 1+29.30
to Sta. 34+08)

5.57	miles	Processing Base Material	$650.00	$ 3,620.50
580	cu. yds.	Hauling and Placing 3/4" - 0 Material in Binder Course	1.60	928.00
1,740	cu. yds.	Hauling and Placing Aggregates	1.60	2,784.00
95	tons	Furnishing and Placing MC-2 Asphalt in Binder Course	44.00	4,180.00
170	tons	Furnishing and Placing 150-200 Asphalt	42.00	7,140.00
370	M-gal.	Sprinkling	4.00	1,480.00
			Subtotal	$20,132.50
			10% Engr. & Cont.	2,013.25
			Total	$22,145.75

Length of Roadway 5.573 miles
Cost of Roadway per mile $3,973.75

Federal Funds	$12,000.00
State Funds	4,000.00
County Funds	6,145.75
	$22,145.75

Oregon State Highway Department

Federal Aid Secondary
Project No. S-163 (1)

RIDGE ROAD-MORROW COUNTY LINE SECTION
OF THE BASE LINE ROAD IN GILLIAM COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, May 27, 1954

Type Code 3210
Roadway (Sta. 248+00 thru Equ. Sta. 509+48.33 = 1+29.30 to Sta. 34+08)

5.57	miles	Preparation of Base	$250.00	$ 1,392.50
580	cu. yds.	Hauling and Placing 3/4" - 0 Material in Binder Course	1.60	928.00
1,740	cu. yds.	Hauling and Placing Aggregates	1.60	2,784.00
95	tons	Furnishing and Placing MC-2 Asphalt in Binder Course	44.00	4,180.00
170	tons	Furnishing and Placing 150-200 Asphalt	42.00	7,140.00
110	M-gal.	Sprinkling	4.00	440.00
			Subtotal	$16,864.50
			10% Engr. & Cont.	1,686.45
			Total	$18,550.95

Length of Roadway 5.573 miles
Cost of Roadway per mile $3,328.71

Federal Funds- -	$11,400.00
State Funds- -	3,575.47
County Funds -	3,575.48
	$18,550.95

FORM E-30 25M 8-51 52315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

NOTED
V. R. JONES

La Grande, Oregon
August 16, 1954

SUBJECT:

NOTED
Harold C. A rs

To:

Mr. H. G. Smith
Construction Engineer
Salem, Oregon

[illegible]

Dear Mr. Smith:

Attached, hereto is a letter of acceptance, signed by J. D. Burns, County Judge of Gilliam County, covering the Ridge and Lonerock F.A.S. Projects recently completed in Gilliam County.

Very truly yours,

EG Bickmore
E. G. Bickmore
Assistant Division Engineer

EGB:gb

NOTED
J. F. HAGEMANN

RECEIVED

RECEIVED

James Ogilvy
GILLIAM
COUNTY
CLERK
ARLINGTON
CONDON OREGON

Jas. D. Burns: Judge
Frank M. Weatherford
Chas. W. Quinn
Commissioners

NOTED

August 11, 1954

A. F. Parsons
Division Engineer
La Grande, Oregon

Dear Sir:

The oiling job on the Ridge and Lonerock roads has been completed and approved by the County Court.

Very truly yours,

Jas. D. Burns
County Judge

RECEIVED
AUG 1 7 1954
ENGINEER
[illegible] IONS

RECEIVED
AUG 1 8 1954

Form E-1—1086

FAP # S-163(1)
S-131(3)
S-[illegible]

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Aug. 7, 1954

Section Ridge Road-Morrow Co. Line and North Unit Lost Valley Road-Lone Rock

Kind of work Oiling

Highway [illegible] County Roads

Section prefix 511-1018

Contractor J. C. Compton

Contract number 4225

Date of contract June 29, 1954

Date of completion Aug. 1, 1954

Date work started July 9, 19[illegible]

Estimated date of completion Aug. 3, 1954

Amount of contract $[illegible]

Per cent of time elapsed [illegible] %

Estimated cost of completed project, exclusive of engineering $31,003.47

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $1728.64, 71.8 %

Date project was completed August 3, 1954

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Finished brooming The Lone Rock Road Aug. 3. The road looks very good.

NOTED

NOTED
B. A. MARTIN

NOTED
FORREST COOPER

Signed R. S. Hodge

Address Pendleton

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project				10.58	
Miles partially completed				-	
Miles completed				10.58	
Total estimated quantities				4500.	
Estimated quantities moved or placed to date				X50 4450	
Average daily quantities				450.	
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders 1, Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

State Printing

NOTED,
V. R. JONES

August 6, 1954

Gilliam County Court
Court House
Condon, Oregon

NOTED
Harold C. Ayers

Gentlemen:

This is to advise you that work on the Ridge Road-Morrow County Line project, FAS 573, and the North Unit, Lost Valley Road-Lonerock Section project, FAS 441, in Gilliam County was completed on August 3, 1954.

Under the terms of the maintenance agreements signed by the County Court on June 10, 1954, and by the Highway Commission on June 23, 1954, the County assumed maintenance of and continued jurisdiction over the above projects as of the date of completion.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

JDG:MM

NOTED
HAGEMANN

File this Fas 573

RECEIVED
AUG 6 -
FOR FILING

FRP-S-131
S-131(2)
4225

August 6, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on August 3, 1954 on Contract No. 4225, Ridge Road-Morrow County Line and North Unit, Lost Valley Road-Lonerock Section, in Gilliam County, in connection with Federal Aid Project No. S-163 (1), S-131 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DBP:gs

cc: John Cattrall

RECEIVED
JUL [illegible] 1954
FOR FILING

S-192 (1)
[illegible] (2)
[illegible]

July 28, 1954

J. C. Compton Co.
Box 86
McMinnville, Oregon

Gentlemen:

We enclose herewith for your files two copies of contracts awarded to you by the State Highway Commission, as follows:

Contract No. 4205, covering Mill Gulch-Salisbury Oiling Project on the Baker-Unity Highway in Baker County, awarded June 23, 1954.

Contract No. 4225, for oiling on the Ridge Road-Morrow County Line and North Unit, Lost Valley Road-Lonerock Section of the Base Line and Lonerock Roads in Gilliam County, awarded June 28, 1954.

A copy of each of the above contracts are also being sent to the surety on your performance bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls.

RECEIVED
JUL 19 1954
FOR FILING

[illegible]
[illegible]
4225

July 15, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on July 9, 1954 on Contract No. 4225, Ridge Road-Morrow County Line & North Unit, Lost Valley Road-Lonerock Section, in Gilliam County, in connection with Federal Aid Project No. S-163 (1), S-131 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DBP:ch

Form A-180 10M 5-54

INVOICE

Oregon State Highway Department

Salem, Oregon

NOTED
Harold C. Ayers

Gilliam County
Condon, Oregon

Attn: County Court

NOTED
J. F. HAGEMANN

NOTED
J. F. HAGEMANN

Invoice No. [illegible]
Date July 1, 1954
Your Req. No.
Billing Request No. CC 94
Credit distribution: 511-1018-297

Advance Deposit Fas 441	6,500.00
Ridge Road-Morrow County Line and Lost Valley Road-Lonerock county FAS project in Gilliam County covered by agreement dated June, 1954. Partial transfer of County's share of total costs.	5,000.00
To be retained	$1,500.00

NOTED
V. R. JONES

ACKNOWLEDGMENT OF BILLING REQUEST
[illegible] Request: $
By [illegible]

R. H. Baldock
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM

See Fas 441 [illegible]
[illegible]

NOTED
V.R. JONES

June 28, 1954

Gilliam County Court
Court House
Condon, Oregon

NOTED
Harold C. Ayers

NOTED
J. F. HAGEMANN

Gentlemen:

This is to acknowledge receipt of $6,500 representing Gilliam County's advance deposit in connection with the Ridge Road-Morrow County Line and Lost Valley Road-Lonerock county FAS projects on FAS 573 and 441. Contract No. 4225 was awarded to J. C. Compton of McMinnville this date and a copy of the contract will be forwarded under separate cover for the County's information and records.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM

NOTED
V. R. JONES

Salem, Oregon
June 28, 1954

File this

FAS 441 and 573, Gilliam County
FAS 575 and 576, Linn County

Mr. W. C. Williams
OFFICE

NOTED
Harold C. A[illegible]

This is to advise we have received advance deposits from Gilliam and Linn Counties in the amounts of $6,500 and $8,700 respectively. These deposits are in connection with the Ridge Road-Morrow County Line and Lost Valley Road-Lone Rock Sections of FAS 441 and 573 in Gilliam County and the Jefferson Junction-Knox Butte and Cox Creek-Lebanon Junction Sections of FAS 575 and 576 in Linn County.

These projects are now clear for award of contracts.

John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM
cc: S. E. Probert

NOTED
V. R. JONES

Salem, Oregon
June 28, 1954

File this

FAS 441 and 573, Gilliam County
FAS 575 and 576, Linn County

Mr. W. C. Williams
OFFICE

NOTED
Harold C. A

This is to advise we have received advance deposits from Gilliam and Linn Counties in the amounts of $6,500 and $8,700 respectively. These deposits are in connection with the Ridge Road-Morrow County Line and Lost Valley Road-Lone Rock Sections of FAS 441 and 573 in Gilliam County and the Jefferson Junction-Knox Butte and Cox Creek-Lebanon Junction Sections of FAS 575 and 576 in Linn County.

These projects are now clear for award of contracts.

John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM
cc: S. H. Probert

NOTED
V. R JONES

June 25, 1954

NOTED
Harold C. Ayers

Gilliam County Court
Court House
Condon, Oregon

Gentlemen:

On June 23rd the Highway Commission received a satisfactory bid from J. C. Compton of McMinnville for oiling of the N. Unit, Lost Valley Road-Lonerock Section, and the Ridge Road-Morrow County Line Section of FAS 441 and 573. As per the agreement between the State and County, an advance deposit of 20% of the estimated total cost based on the low bid is required from the County prior to award of a contract. The amount of this deposit is as follows:

Bid Items	$28,871.00
12-1/2% Engineering & Contingencies	3,608.88
Estimated Total Cost	$32,479.88
Advance Deposit of 20% =	$ 6,500.00

Please make this deposit by means of a warrant or check in the amount of $6,500, payable to the Oregon State Highway Commission, forwarding same to this office. Upon receipt of said deposit a contract will be awarded. Your immediate attention to this matter will be appreciated.

Based on the above estimate Gilliam County will have an available balance from fiscal year 1954-1955 FAS funds of approximately $3,000 (includes federal, state, and county funds).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

NOTED
J. F. [illegible]

John F. Hagemann
Asst. Engr., County and City Relations

File this for bill.

NOTED
Harold C. Ayers

June 30, 1954

Mr. C. G. Polk, District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

NOTED
V. R. JONES

NOTED
J. F. HAGEMANN

Files 441

Attached are three copies of a maintenance agreement and encroachment resolution covering the N. Unit, Lost Valley Road-Lonerock Section of the Lonerock Road in Gilliam County.

We have on file executed copies of an agreement covering Gilliam County's participation in the total cost of the project.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

JDG:MM
Att.

NOTED
Harold C. A[illegible]

June 30, 1954

NOTED
V. R. JONES

Mr. C. G. Polk, District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

NOTED
J. F. HAGEMANN

Dear Mr. Polk:

Attached are three copies each of a maintenance agreement and encroachment resolution covering the Ridge Road-Morrow County Line Section of the Base Line Road, Oregon Project No. S-163(1), FAS 573, in Gilliam County.

We have on file executed copies of an agreement covering Gilliam County's participation in the total cost of the project.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

JDG:MM
Att.

RECEIVED
FOR FILING

June 29, 1954

County Court of Gilliam County
Court House
Condon, Oregon

Gentlemen:

We are enclosing herewith for the records and files of Gilliam County one fully executed copy each of a Maintenance Agreement and Finance Agreement between the State Highway Commission and Gilliam County covering the N. Unit, Lost Valley Road-Lonerock Section county FAS project in Gilliam County; also one executed copy each of a Maintenance Agreement and Finance Agreement covering the Ridge Road-Morrow County Line Section county FAS project in Gilliam County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 4

RECEIVED
JUN 30 1954
FOR FILING

[illegible]
[illegible]
[illegible]

June 29, 1954

County Court of Gilliam County
Court House
Condon, Oregon

Gentlemen:

We are enclosing herewith for the records and files of Gilliam County one fully executed copy each of a Maintenance Agreement and Finance Agreement between the State Highway Commission and Gilliam County covering the N. Unit, Lost Valley Road-Lonerock Section county FAS project in Gilliam County; also one executed copy each of a Maintenance Agreement and Finance Agreement covering the Ridge Road-Morrow County Line Section county FAS project in Gilliam County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 4

RECEIVED
FOR FILING

[illegible]
[illegible]
4225

Salem, Oregon
June 29, 1954

191

Mr. John W. Cattrall
City & County Relations Dept.
Office

Attached for further handling are four certified copies of a Maintenance Agreement and one conformed copy of a Finance Agreement with Gilliam County covering the Ridge Road-Morrow County Line Section county FAS project in Gilliam County.

The original of each of the above agreements has been retained in this office for the Commission's files and a fully executed copy of each has been sent to the County Court of Gilliam County.

Very truly yours

Secretary

rn
Attach: 5

REFERRED TO
BY SECRETARY

FORM E-30 25M 9-51 86215

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 14, 1954

SUBJECT: FAS 573, Gilliam County

To: Mr. W. C. Williams
OFFICE

L

REFERRED TO
Glaisyer
BY DEPUTY STATE HIGHWAY ENGINEER

Attached are three copies of a finance agreement covering the Ridge Road-Morrow County Line Section county FAS project in Gilliam County. Two copies of the agreement have been executed by the proper county officials and are now ready for presentation to the Highway Commission. Both copies require your signature of approval.

Also attached are six copies of a maintenance agreement covering the Ridge Road-Morrow County Line Section project. After signature by the Highway Commission, please return four either certified true or fully executed copies to this office for transmittal to the B.P.R.

The Ridge Road-Morrow County Line Section project was approved by the Highway Commission on September 24, 1953.

John W. Cattrall
Engineer, County and City Relations

By

John D. Graham

John D. Graham
Office Engineer

JDG:MM
Att.

AUTHORIZED BY HIGHWAY COMMISSION
DATE September 24, 1953

Secretary

RECEIVED
JUN 15 1954
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 1 - 1954
FOR FILING

FAP [illegible]
[illegible]
[illegible]

Salem, Oregon
June 29, 1954

Mr. John W. Cattrall
City & County Relations Dept.
Office

Attached hereto for further handling are four certified copies of a Maintenance Agreement and one conformed copy of a Finance Agreement with Gilliam County covering the N. Unit, Lost Valley Road-Lonerock Section County FAS project in Gilliam County.

The original of each of the above agreements has been retained in this office for the Commission's files and one fully executed copy each has been sent to the County Court of Gilliam County.

Very truly yours

Secretary

rn
Attach: 5

REFERRED TO
BY SECRETARY

To file

FORM E-90 25M 9-51 58316

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 14, 1954

SUBJECT: FAS 441, Gilliam County

To: Mr. W. C. Williams
OFFICE

REFERRED TO
Glaisyer
BY DEPUTY STATE HIGHWAY ENGINEER

L

a

Attached are three copies of/finance agreement covering the N. Unit, Lost Valley Road-Lonerock Section county FAS project in Gilliam County. Two copies of the agreement have been executed by the proper county officials and are now ready for presentation to the Highway Commission. Both copies require your signature of approval.

Also attached are six copies of a maintenance agreement covering the N. Unit, Lost Valley Road-Lonerock Section project. After signature by the Highway Commission, please return four either certified true or fully executed copies to this office for transmittal to the B.P.R.

The N. Unit, Lost Valley Road-Lonerock Section project was approved by the Highway Commission on September 24, 1953.

John W. Cattrall
Engineer, County and City Relations

By John D. Graham

John D. Graham
Office Engineer

JDG:MM
Att.

RECEIVED
JUN 15 1954
OFFICE OF
STATE HIGHWAY ENGINEER

AUTHORIZED BY HIGHWAY COMMISSION
DATE September 24, 1953

Secretary

RECEIVED
FOR FILING

AGENDA
AUG 9 '54

3a-3

June 28, 1954

J. C. Compton Co.

McMinnville, Oregon

Gentlemen:

The State Highway Commission on June 23 accepted your proposal for the Ridge Road-Morrow County Line and North Unit, Lost Valley Road-Lonerock Oiling Project on the Base Line and Lonerock County Roads in Gilliam County for the sum of $28,871.00 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 4225.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

[illegible]
cc - Mr. R. G. Savage
Mr. N. G. Smith
Mr. S. H. Probert
Mrs. Goldie Lewis

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$
S
E

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206 10-51

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHIP RADIOGRAM	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
June 28, 1954
3:35 p.m.

J. C. Compton Company
McMinnville, Oregon

Contract for [illegible] Road-Morrow County Line and North Unit, Lost Valley Road-Lonerock Oiling Project in Gilliam County for which you submitted the low bid on June 23 awarded you today. Contract forms follow shortly.

[illegible] Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

CONFIRMATION
Accounting (5003-900)
Files
C. W. Head

Very truly yours,

O. G. Polk
O. G. POLK
District Engineer

RECEIVED
JUN [illegible] 1954
[illegible]

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

[illegible]
[illegible]
[illegible]

June 28, 1954

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired for Oregon Project S-131(2), North Unit, Lost Valley-Lonerock Section of the Lonerock Road in Gilliam County, we hereby concur as of this date in award of contract to J. C. Compton of McMinnville, Oregon, low bidder in the total amount of $28,871.00 for this project and Project S-163(1) at the June 23, 1954 bid opening.

Very truly yours,

O. G. Polk
O. G. POLK
District Engineer

RECEIVED
JUN 29 1954
SALEM
STATE HIGHWAY COMMISSION

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

[illegible](1)
[illegible])
4[illegible]5

June 28, 1954

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired for Oregon Project S-163 (1), Ridge Road-Morrow County Line Section of the Base Line Road in Gilliam County, we hereby concur as of this date in award of contract to J. C. Compton of McMinnville, Oregon, low bidder in the total amount of $28,871.00 for this project and Project S-131(2) at the June 23, 1954 bid opening.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

RECEIVED
JUN 29 1954
[illegible] COMMISSION

RECEIVED
FOR FILING

FAP-S-163(1)
S-131(2)
1225

June 28, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for road oiling work on the Ridge Road-Morrow County Line Section of the Base Line Road and the North Unit of the Lost Valley Road-Lonerock Section of the Lonerock Road, in Gilliam County, Projects S-163 (1) and S-131 (2), to J. C. Compton of McMinnville, Oregon, on the basis of the bid of $28,871 submitted on June 23, 1954.

All rights of entry required for this contract are acquired.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

SHP:gs

RECEIVED
JUN 25 1954
FOR FILING

FAP-S-1(1)
S-131(2)
4225

June 25, 1954

J. C. Compton Company
McMinnville
Oregon

Gentlemen:

The State Highway Commission on June 23, 1954 accepted your bid in the amount of $28,871 for Ridge Road-Morrow County Line and North Unit, Lost Valley Road-Lonerock Oiling Project on the Base Line and Lonerock County Roads in Gilliam County, which was the low bid received for that job. The Commission referred the bid to the Engineer with authority to award the contract to you as soon as certain conditions have been satisfied.

I enclose for your immediate information a copy of the proposal form pertaining to this job for use by you pending receipt of the contract and bond forms. Your attention is particularly called to the paragraphs on page 5 under the heading "Restriction on Commencement of Work".

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mm

Enclosure-1

cc: S. H. Probert
H. G. Smith
R. G. Savage-SIAC

RECEIVED
JUN 25 1954
FOR FILING

FAP-S-1-3(1)
S-131(2)
4225

June 25, 1954

J. C. Compton Company
McMinnville
Oregon

Gentlemen:

The State Highway Commission on June 23, 1954 accepted your bid in the amount of $28,871 for Ridge Road-Morrow County Line and North Unit, Lost Valley Road-Lonerock Oiling Project on the Base Line and Lonerock County Roads in Gilliam County, which was the low bid received for that job. The Commission referred the bid to the Engineer with authority to award the contract to you as soon as certain conditions have been satisfied.

I enclose for your immediate information a copy of the proposal form pertaining to this job for use by you pending receipt of the contract and bond forms. Your attention is particularly called to the paragraphs on page 5 under the heading "Restriction on Commencement of Work".

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mm

Enclosure-1

cc: S. H. Probert
H. G. Smith
R. G. Savage-SIAC

NOTED
V. R. JONES

Salem, Oregon
June 14, 1954

NOTED
Harold C. Ayers

FAS 441, Gilliam County

Mr. W. C. Williams
OFFICE

Attached are three copies of a finance agreement covering the N. Unit, Lost Valley Road-Lonerock Section county FAS project in Gilliam County. Two copies of the agreement have been executed by the proper county officials and are now ready for presentation to the Highway Commission. Both copies require your signature of approval.

Also attached are six copies of a maintenance agreement covering the N. Unit, Lost Valley Road-Lonerock Section project. After signature by the Highway Commission, please return four either certified true or fully executed copies to this office for transmittal to the B.P.R.

The N. Unit, Lost Valley Road-Lonerock Section project was approved by the Highway Commission on September 24, 1953.

John W. Cattrall
Engineer, County and City Relations

By

John D. Graham
Office Engineer

NOTED
J. F. HAGEMANN

JDG:MM
Att.

NOTED
V. R. JONES

Salem, Oregon
June 14, 1954

FAS 573, Gilliam County

Mr. W. C. Williams
OFFICE

NOTED
Harold C. Ayers

Attached are three copies of a finance agreement covering the Ridge Road-Morrow County Line Section county FAS project in Gilliam County. Two copies of the agreement have been executed by the proper county officials and are now ready for presentation to the Highway Commission. Both copies require your signature of approval.

Also attached are six copies of a maintenance agreement covering the Ridge Road-Morrow County Line Section project. After signature by the Highway Commission, please return four either certified true or fully executed copies to this office for transmittal to the B.P.R.

The Ridge Road-Morrow County Line Section project was approved by the Highway Commission on September 24, 1953.

John W. Cattrall
Engineer, County and City Relations

By

John D. Graham
Office Engineer

JDG:MM
Att.

NOTED
F. HAGEMANN

NOTED
V. R. JONES

June 14, 1954

Gilliam County Court
Court House
Condon, Oregon

NOTED
Harold C. A[illegible]rs

NOTED
J. F. HAGEMANN

Gentlemen:

This is to acknowledge receipt of signed copies of agreements and resolutions in connection with the proposed oiling projects on FAS Routes 441 and 573. After signature by the Highway Commission a fully executed copy of each agreement will be returned for the County's records.

Thank you for your cooperation in this matter.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM

orm cc-12 (1954 Rev.)

Oregon Project S-163(1)
FAS 573

RESOLUTION

6-10-54

WHEREAS, a county road in Gilliam County, State of Oregon, known as the Base Line County Road, is routed through the County of Gilliam, Oregon, a municipal corporation, and a section of said road has been officially adopted for improvement by the State Highway Commission and Gilliam County, the section adopted for improvement being more particularly described as follows; to wit:

From the Ridge Road easterly to the Morrow County line,

a distance of 5.573 miles.

AND, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal Aid for the improvement of said county road,

AND, WHEREAS, the Department of Commerce, Bureau of Public Roads, will not participate in the construction of said county road until and unless the said County of Gilliam will guarantee by resolution officially adopted by the County Court, that no encroachments will be permitted upon the right of way of said county road within the limits of the section described above, which will permanently obstruct or interfere with the free and convenient flow of traffic over said county road, and will so regulate parking of vehicles on said county road that the free, convenient, and safe flow of traffic shall not be impeded; and agree not to impose unreasonable limitations of speed upon said county road, nor impose any regulations of traffic which will operate to discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets, or avenues.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the County Court of Gilliam County, Oregon, that no encroachments will be permitted on the county road known as the Base Line County Road, which will permanently or unduly interfere with the free and convenient flow of traffic along said county road; and will so regulate the parking of vehicles along said county road as not to impede the free, convenient, and safe flow of traffic; and will not impose any unreasonable limitations of speed upon said county road, nor impose any regulation of traffic upon said county road which shall unduly discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets, or avenues.

It being understood that nothing in this resolution of agreement by the County Court shall be construed so as to prevent or impair proper police regulations and the enforcement of all existing laws and regulations respecting the use of said county road, nor to prevent such temporary obstructions to traffic as may be necessitated by the construction of water or gas mains, sewers, and other public improvements, or to preclude the proper use of said county road for the placement of telephone or electric light poles or other public service facilities.

Passed by the County Court of Gilliam County, Oregon, this 10 day of June, 1954.

By Jas. S. Burns
County Judge

By Frank M. Weatherford
County Commissioner

By Chas W. Quinn
County Commissioner

Attest:
James Ogilvy
County Clerk

rm cc-12 (1954 Rev.)

Oregon Project S-131(2)
FAS 441

RESOLUTION

6-10-54

WHEREAS, a county road in Gilliam County, State of Oregon, known as the Lonerock County Road, is routed through the County of Gilliam, Oregon, a municipal corporation, and a section of said road has been officially adopted for improvement by the State Highway Commission and Gilliam County, the section adopted for improvement being more particularly described as follows; to wit:

> From a point 0.02 mile southeast of the Lost Valley County Road, southeasterly to a point approximately 4.6 miles northwest of Lonerock, a distance of 5.009 miles.

AND, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal Aid for the improvement of said county road,

AND, WHEREAS, the Department of Commerce, Bureau of Public Roads, will not participate in the construction of said county road until and unless the said County of Gilliam will guarantee by resolution officially adopted by the County Court, that no encroachments will be permitted upon the right of way of said county road within the limits of the section described above, which will permanently obstruct or interfere with the free and convenient flow of traffic over said county road, and will so regulate parking of vehicles on said county road that the free, convenient, and safe flow of traffic shall not be impeded; and agree not to impose unreasonable limitations of speed upon said county road, nor impose any regulations of traffic which will operate to discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets, or avenues.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the County Court of Gilliam County, Oregon, that no encroachments will be permitted on the county road known as the Lonerock County Road, which will permanently or unduly interfere with the free and convenient flow of traffic along said county road; and will so regulate the parking of vehicles along said county road as not to impede the free, convenient, and safe flow of traffic; and will not impose any unreasonable limitations of speed upon said county road, nor impose any regulation of traffic upon said county road which shall unduly discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets, or avenues.

It being understood that nothing in this resolution of agreement by the County Court shall be construed so as to prevent or impair proper police regulations and the enforcement of all existing laws and regulations respecting the use of said county road, nor to prevent such temporary obstructions to traffic as may be necessitated by the construction of water or gas mains, sewers, and other public improvements, or to preclude the proper use of said county road for the placement of telephone or electric light poles or other public service facilities.

Passed by the County Court of Gilliam County, Oregon, this 10 day of June, 1954.

By Jas. D. Burns.
County Judge

By Frank M Weatherford
County Commissioner

By Chas W Quinn
County Commissioner

Attest:
James Ogilvy
County Clerk

Encl. Asst. Engr., County and City Relations

RECEIVED FOR FILING

File

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

June 8, 1954

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved P. S. and E. documents for Oregon Project S-163(1), Ridge Road-Morrow County Line Section of the Base Line Road in Gilliam County.

This is to authorize your advertising for bids.

We desire to call to your attention the combination of extremely sharp curvature and steep grades, particularly between stations 2+00 and 34+08, onthe easterly end of the project and request that the area be adequately signed to protect traffic.

Concurrence in award of contract will be withheld pending notification that all rights of way or rights of entry have been acquired.

Please forward the usual copies of county maintenance and encroachment resolutions.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

RECEIVED
JUN 10 1954
OREGON
STATE HIGHWAY COMMISSION

By: John F. Hagemann
Asst. Engr., County and City Relations

Encl.

NOTED
V. R. JONES

[illegible] 573

NOTED
Harold C. Ayers

June 7, 1954

Gilliam County Court
Court House
Condon, Oregon

NOTED
J. F. HAGEMANN

Gentlemen:

Enclosed are two copies each of two agreements covering financing, six copies each of two maintenance agreements, six copies each of two encroachment resolutions and a set of plans and specifications covering the Ridge Road-Morrow County Line Section of the Base Line Road, FAS 573, and the North Unit, Lost Valley Road-Lonerock Section of the Lonerock Road, FAS 441, upon which bids will be accepted on June 23rd.

The finance agreements cover state and county participation in costs and provide for an advance deposit to be made by the county after the low bid has been determined and prior to award of a contract. They provide that the county shall pay all costs in excess of $20,500 on FAS 573 and $15 500 on FAS 441, since $36,000 (total of two amounts) represents the balance of fiscal year 1954 and 1955 FAS funds available to Gilliam County. The estimated cost of the project on FAS 573 is $22.600 and on FAS 441 is $17.000; however, the low bid received plus 12-1/2% for engineering and contingencies will be the basis for the county's deposit. You will be notified by telephone immediately after bids have been received of the amount of the advance deposit required.

The maintenance agreements and encroachment resolutions are standard forms required by the Bureau of Public Roads in connection with projects of this nature. The maintenance agreements provide that the county agrees to maintain the completed projects in a manner satisfactory to the B.P.R., and the encroachment resolutions provide that the county will permit no encroachments on the right of way which will permanently interfere with the free and convenient flow of traffic.

The set of plans and specifications is for your information and records. The specifications provide that the projects shall be completed not later than August 31, 1954.

If satisfactory, please sign, have the County Clerk attest, and return all copies of all agreements and five copies of each resolution to this office. After signature by the Highway Commission a fully executed copy of each agreement will be returned. Please mail the signed agreements and resolutions so as to arrive in this office not later than June 18th.

Very truly yours,

R. H. Baldock
State Highway Engineer

NOTED
J. F. HAGEMANN

By: John F. Hagemann
Asst. Engr., County and City Relations

Encl.

RECEIVED
JUN 3 1954
FOR FILING

FAI-[illegible]
S-1[illegible]1 ( )
[illegible]

June 3, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Reference is made to Project S-163 (1), Ridge Road-Morrow County Line Section, and Project S-131 (2), Lost Valley Road-Lonerock Section, which projects are scheduled to be contracted together in one contract.

The work involved is oiling work requiring 4,380 cu. yds. of crushed rock aggregates. To effect a saving in the cost of producing this small quantity of crushed rock, the county has had the rock produced along with other rock under another contract and has offered to contribute it without charge. The materials offered meet the usual requirements for oiling aggregate and is in stockpile within three miles of the work.

May we have authority from you to furnish this material to the contractor without charge and to specify its use in the work?

Very truly yours,

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:gs

FORM E-20 25M 9-51 92316

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

NOTED
V. R. JONES

La Grande, Oregon
February 26, 1954

SUBJECT:

To:

NOTED
J. W. CATTRALL

NOTED
Harold C. Ayers

Mr. H. G. Smith
Construction Engineer
Salem, Oregon

NOTED
J. F. HAGEMANN

Attention: Ray Webber:

Dear Mr. Webber:

Please refer to your letter of February 9 with reference to base design for the Lone Rock-Lost Valley Section, F.A.S. #441, in Gilliam County.

Mr. Milne's letter of January 22 consisted of a preliminary report of the entire section of highway from the junction of the Lone Rock and Lost Valley Roads, Station 318, to Lone Rock, a distance of approximately 10 miles.

The project contemplated for this seasons' work consists of approximately 5 miles on the northerly end of this section between Stations 318 and 583. Therefore, the dice rock section of the project, to which reference was made in Mr. Milne's letter is not to be considered at present.

The section to be considered as reported to me by the County Roadmaster in Gilliam County, was surfaced at one time with dice rock. Since this material was rather abusive to tires and did not lend to easy riding, roadside material was added and placed in excessive quantities in some places. To this surfacing a thin spread of 1½" - 0 crushed material was added.

Last summer while the county crusher was set up in this area, base materials and oil aggregates were crushed and stockpiled adjacent to the highway in anticipation of this season's oiling. If the base design requires additional base materials in excess of approximately 4 inches, the project will necessarily have to be shortened accordingly.

The traffic on this section will not exceed 100 vehicles per day and consists principally of farm trucks and passenger vehicles.

This section is an extension of the F.A.S. project that we oiled for Gilliam County last year.

Very truly yours,

E. G. Bickmore

E. G. Bickmore
Ass't Division Engineer

RECEIVED
[illegible] 1 1954
[illegible] ONS

EGB:fd
cc: J. W. Cattrall

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
Soils Section
Base Design

Section: Ridge Road-Morrow Co. Line
County: Gilliam
Prefix:
Length of Project:
Highway: FAS #573
Res. Eng'r.: Kevin Laughlin
Stations 248+00 to 34+08 (thru Equ.)

DIMENSIONS IN INCHES

COMPUTED DESIGN				RECOMMENDED DETAIL OF BASE AND WEARING SURFACE						
Station to Station	Average Initial Base and Wearing Surface	Increase for Safety factor and Const. Traffic	Total Base and Wearing Surface	Select subgrade material	Surfacing in Place	Topping or Base	Leveling Course	Wearing Surface	Total Base etc. and Wearing Surface	Traffic
248+00 to 34+08	7	2	9			8¼		*3/4	9	Light
509+48.33 Bk. = Equ. = 1+29.30 Ah.										

* 0-9 oil mat to be placed under State Highway Contract. Base and level course to be placed by Gilliam County.

NOTE:

ADT 40 vehicles per day. No log trucks. Frost action is not active in this zone; reported growing season 228 days per year.

cc Deputy State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Soils Engineer

2/19/54

Submitted by
Ass't. Construction Engineer

Recommended by
Construction Engineer

Recommended by
Engineer of Materials

Approved by
Deputy State Highway Engineer

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
Soils Section
Base Design Data Sheet

Section: Ridge Road-Morrow Co. Line

Highway: FAS #573

County: Gilliam

Prefix:

Res. Eng'r.: Kevin Laughlin

Length of Project:

Stations: 248+00 to 34+08 (thru Equ.)

Location				Soil Characteristics						Computed Thickness			
Station	Rt	CL	Lt	Depth	% Pass 200	L. L.	P. I.	R Value	% Silt	Average Initial Base and Wearing Surface	Increase for Safety factor and Const. Traffic	Total Base and Wearing Surface	Traffic
250+50	15'			0-3'	92	31	1	23	67	7	2	9	Light
408				9"-3'	86	25	0	26	62	7	2	9	"
463+50				9"-3'	93	22	0	23	6 7	7	2	9	"
464+50				9"-3'	85	23	0	20	61	7	2	9	"

FORM E-90 25M 9-51 [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 9, 1954

NOTED
J. W. CATTRALL

To:

SUBJECT:

NOTED
V. R. JONES

Mr. A. F. Parson
Division Engineer
State Highway Department
La Grande, Oregon

NOTED
J. F. HAGEMANN

Dear Sir:

Reference is made to Mr. Milne's letter of January 22nd, regarding soil information on the Lone Rock-Lost Valley Section of FAS #441, in Gilliam County.

Exploration data revealed by Mr. Milne indicates that this project is predominately in a rock section. Can we assume that the principal base will be composed of native rock to be used as topping or selected subgrade material? If such is the case a proper leveling course and wearing surface would complete the design. Samples of this rock should be submitted to the laboratory for the usual tests involving base rock requirements.

Very truly yours,

Ray Webber
Ass't. Construction Engineer

RW:of

cc to: H. G. Smith
W. F. Milne
J. W. Cattrall

NOTED
Harold C.

RECEIVED
[illegible] 1954
ENGINEER
[illegible]

FORM E-90 20M 9-51 83318

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

February 9, 1954

NOTED
J. W. CATTRALL

SUBJECT:

NOTED
V. R. JONES

NOTED
Harold

To:

Mr. A. F. Parson
Division Engineer
State Highway Department
La Grande, Oregon

Dear Sir:

Reference is made to the Ridge Road-Morrow County Line Section of FAS 573, in Gilliam County.

The soil samples seem to have been sent in for this project, but we do not have any data on the surfacing in place.

Will you please have someone measure the thickness of the existing surfacing and send samples to the laboratory for testing.

Very truly yours,

Ray Webber
Ass't. Construction Engineer

RW:of

cc to: H. G. Smith
W. P. Milne
J. W. Cattrall

NOTED

RECEIVED
1954
ENGINEER

Salem, Oregon
February 5, 1954

NOTED
J. W. CATTRALL

Mr. E. C. Smith
Construction Engineer

NOTED
V. R JONES

Attention: Mr. E. A. Pease

NOTED
J. [illegible]N

NOTED
Harold C. Ayers

The field data for the Ridge Road-Morrow County Line Section, FAS 573, and the Lost Valley Road-Lone Rock Section, FAS 441, in Gilliam County has been examined and found to be consistent with the project as proposed by the county and approved by the Highway Commission.

It is suggested that the Soils Division immediately review the design, and if any changes are required, advise the Division Engineer as soon as possible because the county is in the process of grading and placing base material at this time. Mr. Bickmore, Assistant Division Engineer, has worked very closely with the county on these projects and he should be consulted regarding any proposed changes.

After the field estimate has been reviewed by Mr. Clymer, please advise this office of any changes. As proposed, the Ridge Road-Morrow County Line Section is to be completed with remaining funds to be used on the Lost Valley Road-Lone Rock Section.

John W. Cattrall
Engineer, County and City Relations

By

John F. Hagemann
Assistant Engineer

JFH:MM
cc: V. G. O'Neil
Ray Webber

NOTED
Harold C. Ayers

December 7, 1953

Gilliam County Court
Court House
Condon, Oregon

NOTED
J. W. CATTRALL

NOTED
J. F. HAGEMANN

Gentlemen:

On November 23, 1953, the Bureau of Public Roads approved the addition of the Base Line Road to the Federal Aid Secondary System. This road has been assigned FAS Route No. 573. Please revise your maps showing the FAS System accordingly.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:MM

NOTED
Harold C. Ayers

August 11, 1953

Gilliam County Court
Court House
Condon, Oregon

NOTED
J. F. HAGEMANN

NO[illegible]
J. W. CATTRALL

Gentlemen:

Enclosed are two copies of a map upon which the addition to the FAS System as proposed by you is indicated in red and by FAS No. 573. Please indicate your approval of this addition by signing in the space indicated and return one copy to this office.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:MM
Encl.

October 6, 1953

Gilliam County Court
Court House
Condon, Oregon

Gentlemen:

NOTED
J. F. HAGEMANN

On September 24th the Highway Commission approved the Federal Aid Secondary projects as shown in the attached tabulation. The details as set forth in this tabulation are believed to conform with the Court's request.

Approval by the Bureau of Public Roads and preparation of plans and specifications are now required prior to contracting the proposed projects. Preliminary engineering will be handled by our Division Office in La Grande and will proceed as rapidly as available engineering personnel will permit.

As you know, the county will be required to make an advance deposit of 20% of the estimated total cost before award of a contract. In the case of Gilliam County, this will be approximately $7,000 and will be covered by an agreement at a later date.

If you wish any further information on this matter, please advise.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:MM
Att.

PROPOSED PROJECTS
GILLIAM COUNTY
AVAILABLE FUNDS - $35,000

FAS 573 - Ridge Road-Morrow County Line, 6 Miles - $25,000.
This section extends along the Base Line County Road from the end of the existing oil at the junction with the Ridge Road easterly to the Morrow County Line.

It is proposed to place an 0-9 with binder 20' wide with 1' shoulders using county furnished aggregate. The county will regrade, place crushed rock base, and stockpile the oil aggregate prior to construction of the FAS project. Approximately 1 mile at the Morrow County Line end requires realignment and the county has requested that our survey crews stake this section for the county to construct to.

FAS 441 - Lost Valley Canyon Section, Approximately 3.5 Miles - $10,000.
This section extends from the end of the FAS oiling project completed this year (Lost Valley Road) southeasterly as far as available funds will permit (estimated to be 3.5 miles).

It is proposed to place an 0-9 with binder 18' wide with 1' to 2' shoulders using county furnished aggregate. The county will regrade, place crushed rock base, and stockpile the oil aggregate prior to construction of the FAS projects.

The above two projects will be constructed along the same lines as those completed this year.

9/1/53

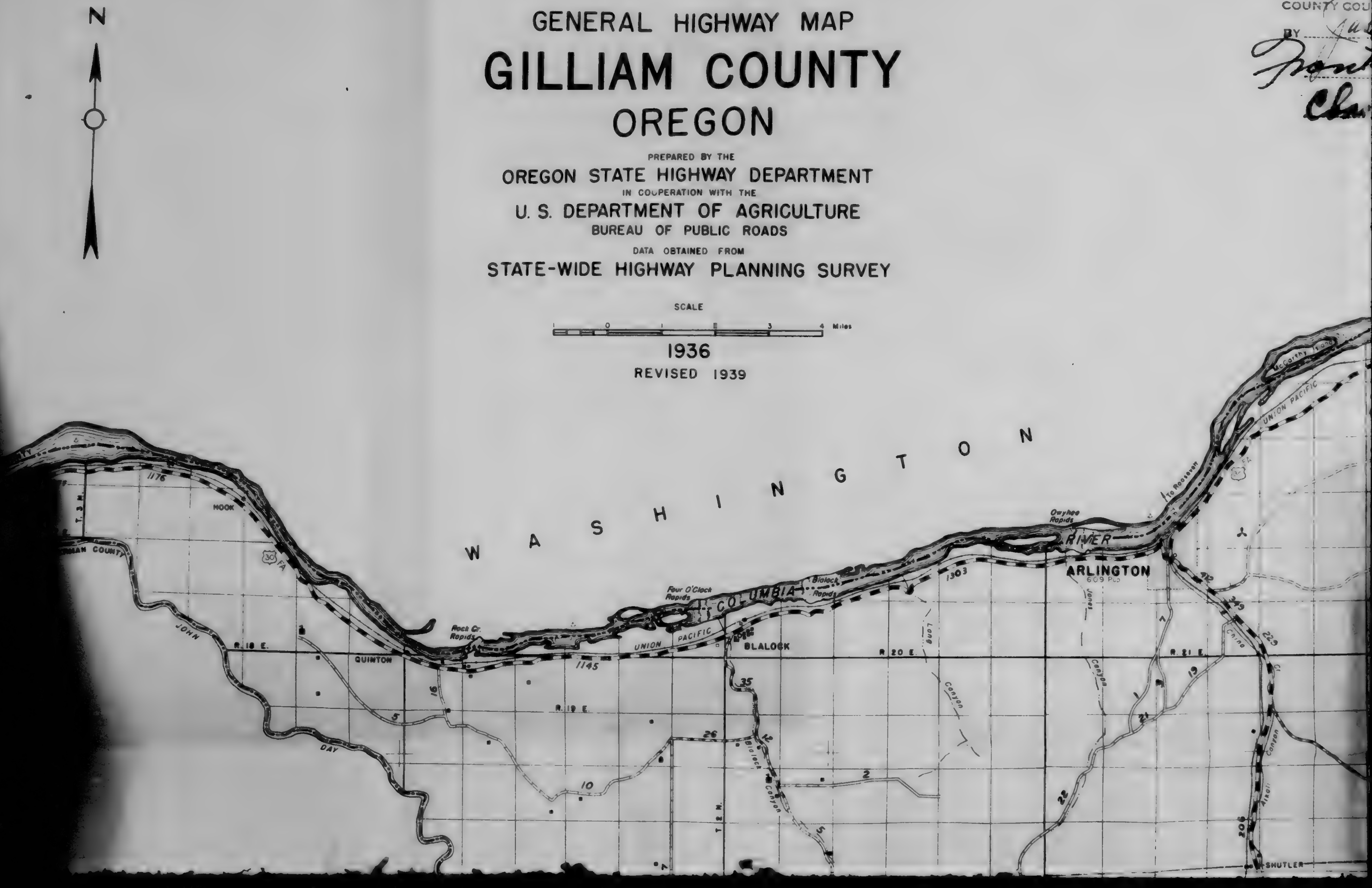
APPROVED
COUNTY COU
BY

GENERAL HIGHWAY MAP
GILLIAM COUNTY
OREGON

PREPARED BY THE
OREGON STATE HIGHWAY DEPARTMENT
IN COOPERATION WITH THE
U. S. DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DATA OBTAINED FROM
STATE-WIDE HIGHWAY PLANNING SURVEY

SCALE

1936
REVISED 1939


N
1 0 1 2 3 4 Miles
WASHINGTON
COLUMBIA
RIVER
T. 3 N.
T. 2 N.
1176
HOOK
30
FA
JOHN
DAY
R. 18 E.
R. 19 E.
R. 20 E.
R. 21 E.
QUINTON
16
5
10
Rock Cr. Rapids
Four O'Clock Rapids
Blalock Rapids
UNION PACIFIC
1145
BLALOCK
35
26
12
Blalock Canyon
2
1303
Long Canyon
Owyhee Rapids
ARLINGTON
609 Pop.
Jones Canyon
To Roosevelt
McCarthy Island
7
1
21
19
22
412
349
229
Chino
Alkali Canyon
206
SHUTLER

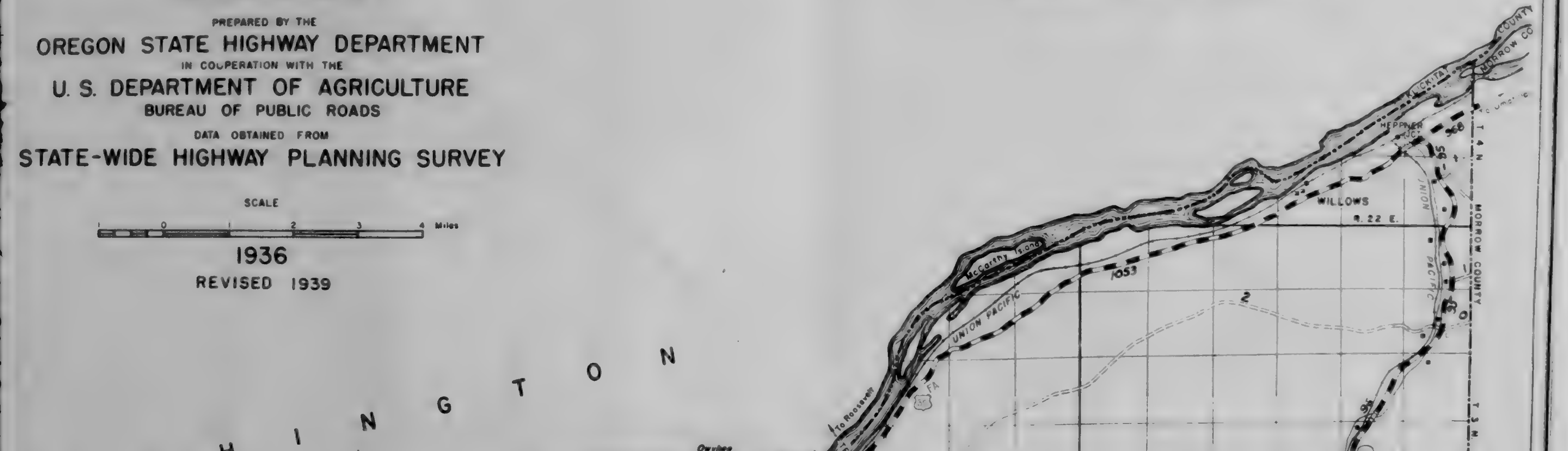
GENERAL HIGHWAY MAP
GILLIAM COUNTY
OREGON

PREPARED BY THE
OREGON STATE HIGHWAY DEPARTMENT
IN COOPERATION WITH THE
U. S. DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DATA OBTAINED FROM
STATE-WIDE HIGHWAY PLANNING SURVEY

SCALE
1 0 1 2 3 4 Miles

1936
REVISED 1939

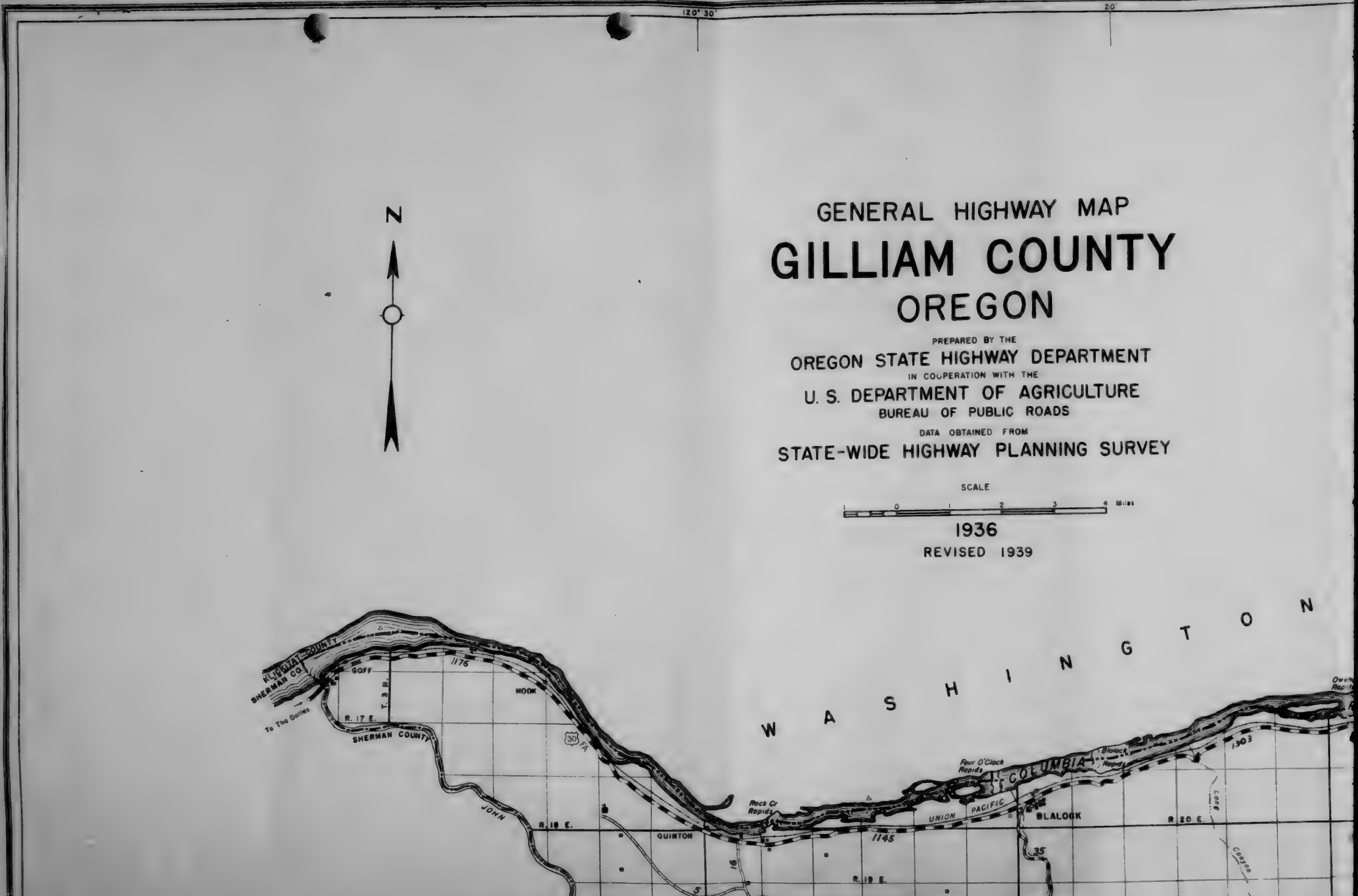
APPROVED August 26 1953
COUNTY COURT OF Gilliam COUNTY
BY Jas L. Burns
COUNTY JUDGE
Frank M. Weatherford
COUNTY COMMISSIONER
Chas W. Quinn
COUNTY COMMISSIONER

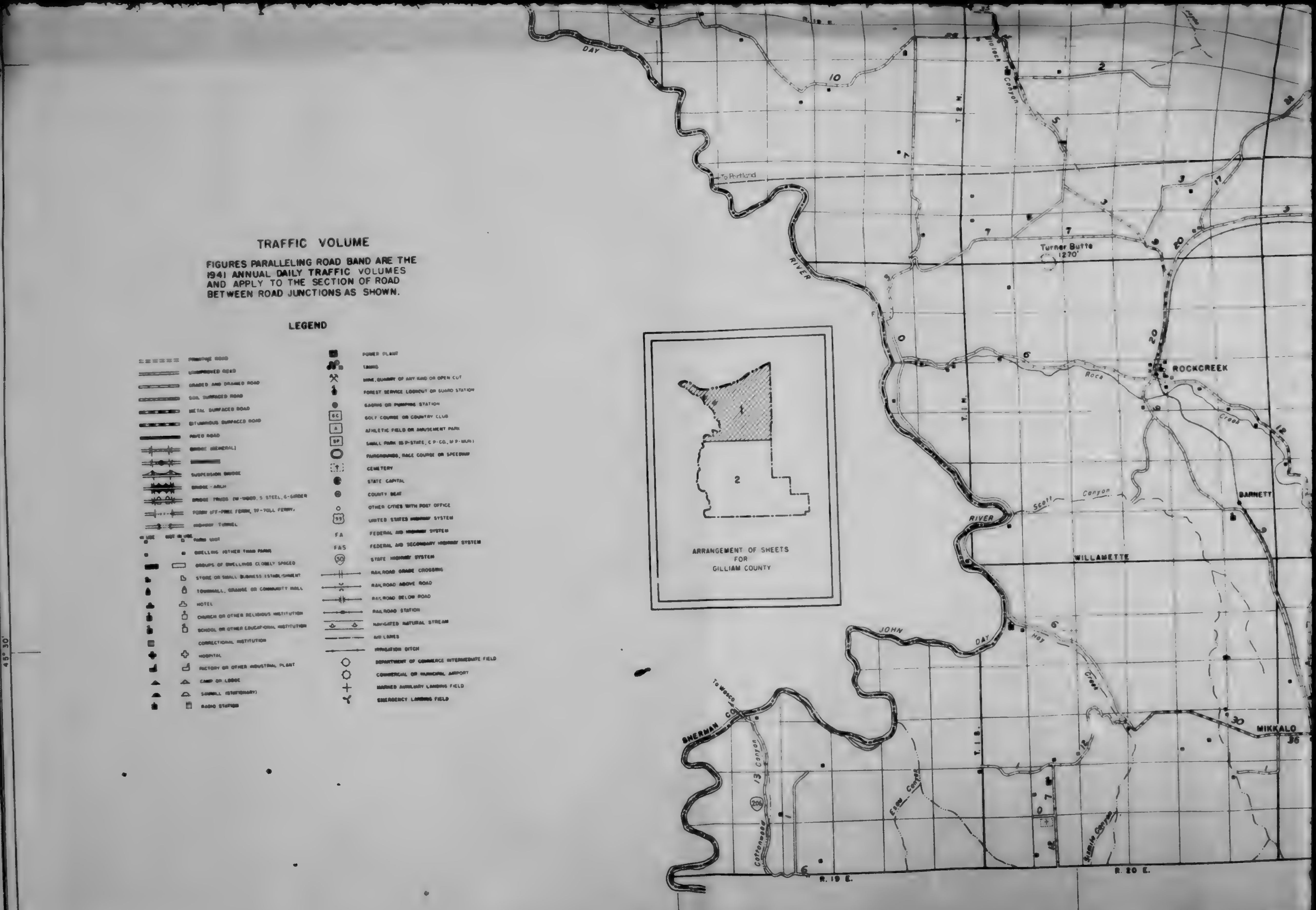

20'
10'
120°00'
45°
W A S H I N G T O N
COLUMBIA
RIVER
Four O'Clock Rapids
Blalock Rapids
Owyhee Rapids
McCarthy Island
KLICKITAT COUNTY
MORROW CO
UNION PACIFIC
BLALOCK
ARLINGTON
609 Pop
To Roosevelt
WILLOWS
RHEA
To Heppner
HEPPNER JCT
MORROW COUNTY
T 4 N
T 3 N
R. 19 E.
R. 20 E.
R. 21 E.
R. 22 E.
Long Canyon
Jones Canyon
China
Willow
Canyon
Rhea
1145
1303
1053
35
26
19
229
249
2
0
58
99

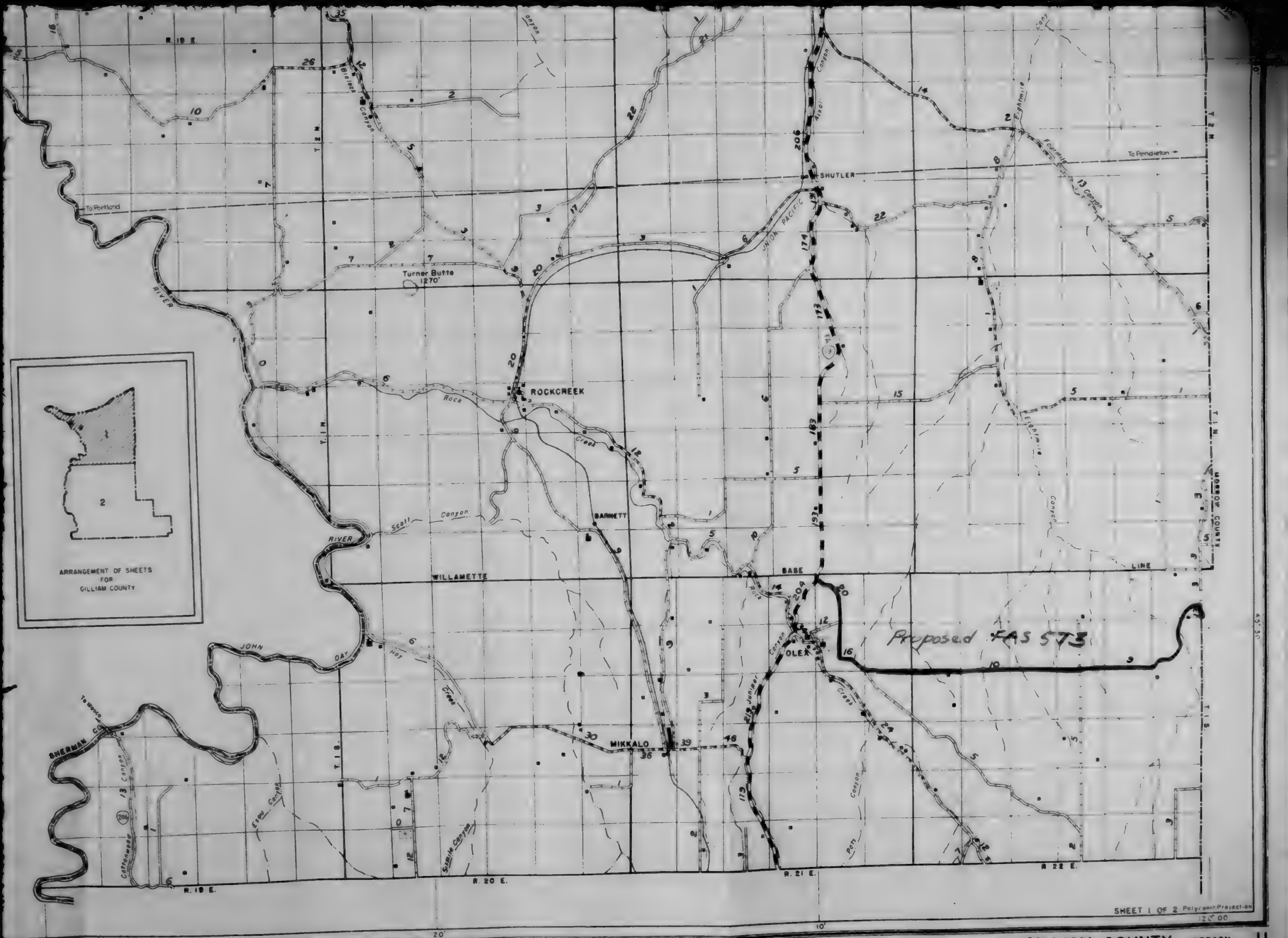
GENERAL HIGHWAY MAP
GILLIAM COUNTY
OREGON

PREPARED BY THE
OREGON STATE HIGHWAY DEPARTMENT
IN COOPERATION WITH THE
U. S. DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DATA OBTAINED FROM
STATE-WIDE HIGHWAY PLANNING SURVEY

1936
REVISED 1939


120° 30'
20'
N
SCALE
1
0
1
2
3
4 Miles
W A S H I N G T O N
KLICKITAT COUNTY
SHERMAN CO.
To The Dalles
GOFF
T. 3 N.
R. 17 E.
SHERMAN COUNTY
1176
HOOK
30
FA
JOHN
DAY
R. 18 E.
QUINTON
16
5
Rock Cr Rapids
1145
UNION
PACIFIC
R. 19 E.
Four O'Clock Rapids
COLUMBIA
Blalock Rapids
BLALOCK
35
26
Blalock
1303
R. 20 E.
Long
Canyon
2
5° 40'


TRAFFIC VOLUME
FIGURES PARALLELING ROAD BAND ARE THE 1941 ANNUAL DAILY TRAFFIC VOLUMES AND APPLY TO THE SECTION OF ROAD BETWEEN ROAD JUNCTIONS AS SHOWN.
LEGEND
PRIMITIVE ROAD
UNIMPROVED ROAD
GRADED AND DRAINED ROAD
SOIL SURFACED ROAD
METAL SURFACED ROAD
BITUMINOUS SURFACED ROAD
PAVED ROAD
BRIDGE (GENERAL)
SUSPENSION BRIDGE
BRIDGE - ARCH
BRIDGE TRUSS (W-WOOD, S STEEL, G-GIRDER
FERRY (FF-FREE FERRY, TF-TOLL FERRY,
HIGHWAY TUNNEL
IN USE
NOT IN USE
FARM UNIT
DWELLING (OTHER THAN FARMS
GROUPS OF DWELLINGS CLOSELY SPACED
STORE OR SMALL BUSINESS ESTABLISHMENT
TOWNHALL, GRANGE OR COMMUNITY HALL
HOTEL
CHURCH OR OTHER RELIGIOUS INSTITUTION
SCHOOL OR OTHER EDUCATIONAL INSTITUTION
CORRECTIONAL INSTITUTION
HOSPITAL
FACTORY OR OTHER INDUSTRIAL PLANT
CAMP OR LODGE
SAWMILL (STATIONARY)
RADIO STATION
POWER PLANT
TANKS
MINE, QUARRY OF ANY KIND OR OPEN CUT
FOREST SERVICE LOOKOUT OR GUARD STATION
GAGING OR PUMPING STATION
GC
GOLF COURSE OR COUNTRY CLUB
A
ATHLETIC FIELD OR AMUSEMENT PARK
SP
SMALL PARK (S P-STATE, C P-CO., M P-MUNI)
FAIRGROUNDS, RACE COURSE OR SPEEDWAY
CEMETERY
STATE CAPITAL
COUNTY SEAT
OTHER CITIES WITH POST OFFICE
99
UNITED STATES HIGHWAY SYSTEM
FA
FEDERAL AID HIGHWAY SYSTEM
FAS
FEDERAL AID SECONDARY HIGHWAY SYSTEM
30
STATE HIGHWAY SYSTEM
RAILROAD GRADE CROSSING
RAILROAD ABOVE ROAD
RAILROAD BELOW ROAD
RAILROAD STATION
NAVIGATED NATURAL STREAM
AIR LANES
IRRIGATION DITCH
DEPARTMENT OF COMMERCE INTERMEDIATE FIELD
COMMERCIAL OR MUNICIPAL AIRPORT
MARKED AUXILIARY LANDING FIELD
EMERGENCY LANDING FIELD
ARRANGEMENT OF SHEETS FOR GILLIAM COUNTY
1
2
JOHN DAY RIVER
DAY
RIVER
To Portland
To Wasco
SHERMAN CO.
Cottonwood Canyon
206
Esau Canyon
Scott Canyon
Hay Creek
Rock Creek
Trail Fork Canyon
Turner Butte 1270'
ROCKCREEK
WILLAMETTE
BARNETT
MIKKALO
T. 1 S.
T. 1 N.
T. 2 N.
R. 19 E.
R. 20 E.
R. 18 E.
45° 30'
45° 40'
120° 30'
20'
5
10
2
7
3
17
20
0
6
12
30
36
13


ARRANGEMENT OF SHEETS
FOR
GILLIAM COUNTY
1
2
Proposed FAS 573
ROCKCREEK
BARNETT
MIKKALO
OLEX
SHUTLER
BASE
WILLAMETTE
LINE
JOHN
DAY
RIVER
UNION PACIFIC
Turner Butte
1270'
To Portland
To Pendleton
To Wasco
SHERMAN CO.
MORROW COUNTY
Rock Creek
Scott Canyon
Hay Creek
Esau Canyon
Sixmile Canyon
Cottonwood 13 Canyon
Juniper Canyon
Pott Canyon
Alkali Canyon
Eightmile Canyon
Fourmile 13 Canyon
Blalock Canyon
T. 2 N.
T. 1 N.
T. 1 S.
R. 19 E.
R. 20 E.
R. 21 E.
R. 22 E.
120° 30'
20'
10'
120° 00'
45° 30'
SHEET 1 OF 2 Polyconic Projection

SEPTEMBER, 1936 **GILLIAM COUNTY** OREGON 11

S-159(1) Jefferson Jct.-Knox Butte & 1954
Cox Cr.-Leganon Jct. Secs.
#4226

Form 150—10M—12-54

Contract 4226
[illegible]

INVOICE

Oregon State Highway Department

Salem, Oregon

NOTED
Harold C. Ayers

Linn County
Albany, Oregon

NOTED
J. F. HAGEMANN

Attn: County Court

Invoice No. 39670

Date June 14, 1955

Your Req. No.

Billing Request No. cc-165

Credit distribution: 522-1052-297

Final billing for county share total costs of the Jefferson Junction-Knox Butte and Cox Creek-Lebanon Junction county F-S projects covered by agreement dated April 30, 1954.

Original Advance Deposit	8,700.00	
Less: Amt previously transferred	5,000.00	
Balance Advance Deposits		3,700.00
County share of cost as per attached statement	8,066.04	
Less: Amt previously transferred	5,000.00	
Balance due		3,066.04
To be refunded		$ 633.96

NOTED
J. W. CATTRALL

RECEIVED
ACKNOWLEDGED

By

State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:mm

NOTED
J. F. HAGEMANN

June 9, 1955

NOTED
Harold C. Ayers

Linn County Court
Court House
Albany, Oregon

NOTED
J. W. CATTRALL

Gentlemen:

Final costs on the Jefferson Junction-Knox Butte and Cox Creek-Lebanon Junction Sections of FAS 575 and 576 are now available and it has been determined that the agreed county share of these costs is $8,066.04 as shown in the attached cost statement. As the county initially deposited $8,700 a refund of $633.96 will be made within the next two weeks. This refund will be by means of a check from our accounting division.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:mm

NOTED
J. F. HAGEMANN

June 9, 1955

NOTED
Harold C. Ayers

Linn County Court
Court House
Albany, Oregon

NOTED
J. W. CATTRALL

Gentlemen:

Final costs on the Jefferson Junction-Knox Butte and Cox Creek-Lebanon Junction Sections of FAS 575 and 576 are now available and it has been determined that the agreed county share of these costs is $8,066.04 as shown in the attached cost statement. As the county initially deposited $8,700 a refund of $633.96 will be made within the next two weeks. This refund will be by means of a check from our accounting division.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:mm

NOTED
J. F. HAGEMANN

OREGON STATE HIGHWAY DEPARTMENT 6/8/55
ITEMIZED STATEMENT OF FINAL COSTS CONTRACT No. 4226
JEFFERSON JUNCTION-KNOX BUTTE and COX CREEK-LEBANON JUNCTION SECTIONS
FAS 575 and 576 LINN COUNTY

PAYMENT TO CONTRACTOR

Item	Unit	Unit Price	Total Qty.	Total Cost
1. Preparation of base	mile	$ 100.00	5.62	$ 562.00
2. 3/4"-0" Material in binder course	c.y.	2.60	680	1,904.00
3. Furnish & place aggregates	c.y.	3.00	3,347	10,041.00
4. Furnish & place RC-3 asphalt in binder course	ton	40.00	82.51	3,300.40
5. Furnish & place 150-200 asphalt	ton	37.00	226.01	8,362.37
6. Furnish & place RS-2 asphalt in binder course	ton	40.00	62.66	2,506.40
7. 3/4"-0" material in shoulders	c.y.	2.60	600	1,560.00
8. Sprinkling	M/gal.	3.00	185	555.00
PA # 2 Purchase excess 150-200 asphalt..................	ton	24.90	1.53	38.10
Subtotal....				$28,829.27
Transfer of asphalt purchased under PA #2....				38.10 cr.
Railroad Crossing advance warning signs.....				27.49
Railroad Crossing flashing beacon signal....				3,340.96
Construction Engineering....				3,587.46
TOTAL CONSTRUCTION COSTS....				$35,747.08
FEDERAL FUNDS COLLECTED FOR PROJECT....				$19,615.00

AGREED COUNTY SHARE OF TOTAL COSTS

50% of difference between total costs and Federal funds:
($35,747.08 - $19,615.00) X 1/2 = $8,066.04

County Advance Deposit.........	$8,700.00
Less County Share Total Costs..	8,066.04
REFUND DUE LINN COUNTY.........	$ 633.96

NOTED
Harold C. Ayers

NOTED
J. W. CATTRALL

Salem, Oregon
June 8, 1955

FAS 577, Benton County
FAS FAS 575 and 576, Linn County

Mr. John Herr
Accounting Division

The total costs shown on the Statement of Final Costs for Benton and Linn Counties differ from those shown on the books through May, 1955, as follows:

Benton County - Prefix 502-1031

$25 for engineering added for cost analysis charges not yet on books.

Linn County - Prefix 522-1052

$3.74 appearing as May charge against engineering omitted as this was an erroneous charge. It is being transferred to the McDowell Creek Bridge. $3,340.96 railroad bill for flashing beacon railroad signal is included. This bill has been approved for payment but is not yet on books.

John W. Cattrall
Engineer, County and City Relations

By

John F. Hagemann
Assistant Engineer

NOTED
J. F. HAGEMANN

JFH:mm

RECEIVED
MAY 18 1955
FOR FILING

[illegible]
[illegible]
[illegible]

B.

G-188
(A.A.R. 506)

BILL COLLECTIBLE

Bill No. 434152
Quote above number when remitting

Month's Account

Dept. No.

Date Made 19

SOUTHERN PACIFIC COMPANY, Dr.

MAKE REMITTANCE TO:
Southern Pacific Company
CARE OF LOCAL TREASURER,
65 Market Street,
San Francisco 5, California

Cont. #
4226

DISTRIBUTION:

APPROVED 5/17/55

PERSON IN CHARGE

TRAFFIC ENGR.

PREFIX 522-1052 Jim Hardie

For further information address:
Auditor of Miscellaneous Accounts,
Southern Pacific Company,
San Francisco 5, California

522-1052-276

4-53-100M

SOUTHERN PACIFIC LINES

B.

S-186
(A.A.R. 206)

BILL COLLECTIBLE

Bill No. 434152
Quote above number when remitting

Month's Account

Dept. No.

Date Made 19

To SOUTHERN PACIFIC COMPANY, Dr.

MAKE REMITTANCE TO:
Southern Pacific Company
CARE OF LOCAL TREASURER,
65 Market Street,
San Francisco 5, California

Cont. # 4226

DISTRIBUTION:

APPROVED 5/17/55

PERSON IN CHARGE

TRAFFIC ENGR.

PREFIX 522-1052

Jim Hardie

For further information address:
Auditor of Miscellaneous Accounts,
Southern Pacific Company,
San Francisco 5, California

522-1052-276

RECEIVED
MAR 25 1955
FOR FILING

R.H. Baldock

March 23rd, 1955

FINAL COST ANALYSIS

Jefferson Junction-Knox Butte &
Cox Creek-Lebanon Junction Sections
Contract #4226

5-15 [illegible]

[illegible]

Oiling
C. C. Meisel, Contractor
S. F. Walters, Resident Engineer

Linn County Roads
Prefix 522-1052

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Preparation of Base	5.62	Mile	$100.00	$131.80	$ 740.73	$ 562.00
3/4"-0" Mat'l. in Binder Course	680	Cu. Yd.	2.80	3.58	2,432.80	1,904.00
Furnish and Place Aggregates	3,347	" "	3.00	3.58	11,982.93	10,041.00
Furnish and Place RC-3 Asphalt in Binder Course	82.51	Ton	40.00	38.46	3,173.65	3,300.40
Furnish and Place 150-200 Asphalt	226.01	"	37.00	40.88	9,238.51	8,362.37
Furnish and Place RS-2 Asphalt	62.66	"	40.00	35.11	2,199.99	2,506.40
3/4"-0" Material in Shoulders	600	Cu. Yd.	2.60	2.93	1,756.12	1,560.00
Sprinkling	185	M/Gal.	3.00	1.68	311.16	555.00
PA #2, Purchase Excess 150-200 Asphalt	1.53	Ton	24.90	25.67	39.28	38.10
Total					$31,875.17	$28,829.27

Gross Revenue	$28,829.27
Total Cost	31,875.17
Net Loss	$ 3,045.90

Net Loss Equals 10.6% of Gross Revenue

NOTED
State Highway Engineer

Detail of Cost
C. C. Meisel, Contractor

Labor:		
Labor & Supervision	$6,437.36	
Labor Insurance	474.99	
		$ 6,912.35
Equipment Rental and Misc. Supplies:		
Owned Equipment	$3,825.95	
Gas, Oil & Grease	927.01	
Hired Equipment	1,616.31	
Retort Fuel	165.92	
Bond	216.22	
P.L. & P.D. Insurance	74.22	
Small Tools & Misc.	153.04	
Home Office & General Overhead	864.88	
		7,843.55
Materials:		
Aggregate	$7,388.40	
Asphalt	8,826.45	
Freight on Asphalt	904.42	
		17,119.27
Total Cost		$31,875.17

Remarks:

This was a "Federal Aid Secondary Project" for the construction of 6.00 miles of Type 0-11 oil mat surfacing and rock shoulders on county roads in Linn County. Unit "A" was 2.97 miles of the Hardscrabble Hill Road between the junction with the old Pacific Highway about 1 mile south of Jefferson and the junction with the Clover Ridge Road about 6 miles northeast of Albany. Unit "B" was 3.03 miles of the Cox Creek Road from the crossing of Cox Creek about 8 miles southeast of Albany to the junction with the South Santiam Highway 3 miles north of Lebanon.

The bids were opened on June 24th, 1954, and the project was awarded to C. C. Meisel of McMinnville. The contractor experienced considerable difficulty in obtaining the proper sizes of aggregate from the available commercial sources, and a price agreement was negotiated at the unit bid prices to permit the using of a double 0-9 instead of an 0-11 oil mat wearing surface.

The contractor started preparing the base with an Austin-Western blade, a 3-wheel roller and a water truck on August 31st, 1954, on the Hardscrabble Hill Section. The binder was placed on this section on Saturday, September 4th. The crew then moved to the Cox Creek Section, prepared the base, and placed the binder on this section on Thursday, September 9th. The crew then moved back and forth between the two sections and finished the oiling, including the seal coat, on Saturday, September 25th, after being closed down by rain from September 13th to 17th. The shoulder material was put on during the following week, and the job was completed on September 29th, 1954.

The contractor purchased aggregate from four commercial sources in Albany, Corvallis, Jefferson and Lebanon. The aggregate was hauled in five of the contractor's trucks and three hired trucks. The aggregate was processed on the road by a 3-wheel, 10-ton and a 6-ton tandem roller and an Austin-Western blade. The high cost of aggregate, low bid prices and long haul combined to cause a loss on all the items of aggregate. The asphalt used on the project was shipped from Portland to Albany in tank cars, was retorted and hauled to the job in two of the contractor's own 3,300-gal. tank trucks and placed on the road with a 1,500-gal. distributor. Low bid prices and wet weather were the factors causing a loss on the oiling items.

Due to low bid prices, slow progress due to wet weather and high prices paid for aggregate at the commercial sources, the contractor suffered a 10.6% loss on the project.

Oscar Cutler
Chief Cost Analyst

By . . Curtis H. Baker

RECEIVED
JAN 2 0 1955
FOR FILING

S-159 (1)
S-160 (1)
4726

OREGON STATE HIGHWAY DEPARTMENT
(date)
January 7, 1955

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
4226	3-Final	C. C. Meisel	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
27462	R-112615	$ 867.79	1/7/55

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION
Ruth Rawlings

Specified Completion Date: Sept. 30, 1954

Time Extensions: None

Completion Date: Sept. 29, 1954

Date Accepted: Oct. 28, 1954

Penalties: None of record

Claims: None of record

Remarks:

Date: 1-10-55

To the Accounting Division:

Release of the above warrant is hereby authorized.

H B Glaisyer
H. B. Glaisyer
Secretary

NOTED ON CARD

Warrant Mailed: Ruth Rawlings

RECEIVED
DEC 20 1954
FOR FILING

~~[illegible]~~).
~~[illegible]~~)
4226

S-159 (1)
S-160 (1)

December 17, 1954

REGISTER MAIL

Standard Accident Insurance Co.
Detroit 32
Michigan

Gentlemen:

State highway contract No. 4226 for work performed on the Jefferson Junction-Knox Butte & Cox Creek-Lebanon Junction Section in Linn County was completed by the contractor, G. C. Meisel, on September 29, 1954 and was formally accepted by the Highway Commission October 2[illegible], 1954.

Final payment in the amount of $857.79 will be released to the contractor on or after December 27, 1954. The total contract amount is $23,829.27, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FR

cc - Standard Accident Insurance Company
J. S. Laird
Spalding Bldg
Portland 4, Oregon

NOTED ON CARD
12-17-54
m

RECEIVED
NOV 8 1954
FOR FILING

November 4, 1954

Mr. [illegible] G. Polk, District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

FAS 575 & 576
Linn County

Dear Mr. Polk:

Reference is made to your letter of October [illegible], 1954 regarding Oregon Project S-[illegible](1), Jefferson Junction-Knox Butte Section, and Oregon Project S-[illegible](1), [illegible] Creek-Lebanon Junction Section.

The additional information requested in your letter is as follows:

(1) Reason for reduction in length: A Linn County contractor working in the same area was hauling [illegible] material over the south end of the Jefferson Junction-Knox Butte project. In order [illegible] not delay [illegible] contractor the project was shortened [illegible]. This [illegible] section will be [illegible] in a [illegible] project scheduled for the summer of 1955.

(2) The exact as constructed length is [illegible] miles.

(3) Attached are three copies of a letter from the Linn County Court concurring in the reduction in length.

(4) Attached are three copies of a letter from the Linn County Court consenting to the change in specification of size of gravel in the [illegible] under State Contract 4226. This contract included both of the above mentioned projects.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

JWC:mm
Att.

cc: S. H. Probert
J. W. Cattrall

W. E. DOWNING
COMMISSIONER

FLOYD D. JENKS
COMMISSIONER

E. G. ARNOLD
COUNTY JUDGE, LINN COUNTY
ALBANY, OREGON

NOTED
W. C. WILLIAMS

October 30, 1954

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

This is to advise that the Linn County Court concurs in the reduction in length of the Jefferson Junction- Knox Butte Section, Oregon Project S-159(1), of FAS 575 from 2.975 miles to 2.558 miles.

Very truly yours,

Linn County Court

E. G. Arnold
County Judge

W. E. Downing
County Commissioner

Floyd D. Jenks
County Commissioner

RECEIVED
NOV 1 1954
ENGINEER

RECEIVED
OCT 26 1954
FOR FILING

-157 (1)
6-160 (1)
4226

October 26, 1954

Standard Accident Insurance Co.
Detroit 32
Michigan

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to C. C. Meisel on contract No. 4226, for oiling on the Jefferson Junction-Knox Butte and Cox Creek-Lebanon Junction Section in Linn County.

This payment, in the amount of $22,431.97, will be released on or after November 5, 1954. The retained percentage is in the amount of $864.79.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Mr. J S. Laird
Spalding Bldg.
Portland 4, Oregon

NOTED ON CARD
10-26-54, gl

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

Mr. Probert

October 19, 1954

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Re: Oregon Project S-159(1),
Jefferson Junction-Knox Butte.

Dear Sir:

Reference is made to your letter dated October 15, 1954 submitting Form PR-47-A on subject project and also the same form for Oregon Project S-160(1), Cox Creek-Lebanon Junction Section.

Before acceptance of the Jefferson Junction-Knox Butte Project can be recommended, we will need further information as follows:

1.) Reason for reduction in length.

2.) Exact "as constructed" length. 2.55 [illegible]

3.) Evidence of County concurrence in reduction of approved length.

4.) Evidence of County concurrence in changed specifications for oil mat wearing surface.

Under (4.) above, we will need the same information on the Cox Creek-Lebanon Junction Section.

Very truly yours,

C. G. Polk

C. G. POLK
District Engineer

RECEIVED
OCT 20 1954
OREGON
STATE HIGHWAY COMMISSION

NOTED
V. R. JONES

NOTED
Harold C. Ayers

October 13, 1954

Linn County Court
Court House
Albany, Oregon

NOTED
J. W. CATTRALL

Gentlemen:

This is to advise that work on Contract No. 4226, Jefferson Junction-Knox Butte and Cox Creek-Lebanon Junction Sections, FAS 575 and 576, in Linn County was completed on September 29, 1954.

Under the terms of the maintenance agreement signed by the Court on April 26, 1954, and by the Highway Commission on April 30, 1954, the County assumed maintenance of and continued jurisdiction over the above project as of the date of completion.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

NOTED
J. F. HAGEMANN

John W. Cattrall
Engineer, County and City Relations

JDG:mm

Form PR 2 (Revised 1950)

1422

State Oregon

Federal Aid Secondary

Project No. S-159(1)

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 8th day of October, 1954, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 26th day of February, 1954, a program, which was approved on the 4th day of June, 1954, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were ~~recommended for approval~~ approved by the District Engineer of the Bureau of Public Roads on the 8th day of June, 1954; and

Whereas the ~~Division~~ District Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of twelve thousand, three hundred and 00/100 dollars ($12,300.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources Cash deposited by Linn County with the Highway Department.
(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 84+00 in the SE 1/4, Section 26, T. 10 S., R. 3 W., W.M., and survey station 241+07 in the SE 1/4, Section 10, T. 10 S., R. 3 W., W.M., without exception, length 2.975 miles, in Linn County, being Oregon Federal Aid / Secondary project No. S-159(1), consisting of 2.975 miles of roadway and no bridges, [illegible] of more than 20 feet clear span, [illegible]

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of **twelve thousand, three hundred and 00/100** dollars ($**12,300.00**), which does not exceed the authorized Federal pro rata share of **nineteen thousand, nine hundred thirteen and 30/100** dollars ($**19,913.30**), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Bureau of Public Roads shall from time to time submit vouchers to the Secretary of the Treasury for the payment to **the State Treasurer** (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of **Oregon** (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available) **Chapter 529, Laws 1939.**

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest
SECRETARY

RECOMMENDED FOR APPROVAL:
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Ben R Chandler
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By Acting *Division Engineer,*
Bureau of Public Roads.

A4.62

RECEIVED
OCT 7 1954
DIVISION 8

OCT 13 1954
DISTRICT

1954

Oregon State Highway Department

Federal Aid Secondary
Project No. S-159 (1)

JEFFERSON JUNCTION-KNOX BUTTE SECTION
OF THE HARDSCRABBLE HILL ROAD IN LINN COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 4, 1954

Type Code 5231
Roadway (Sta. 84+00 to Sta. 241+07) (Contract No. A226)

2.97	miles	Preparation of Base	$100.00	$ 297.00
380	cu. yds.	3/4" - 0 Material in Binder Course	2.80	1,064.00
1,800	cu. yds.	Furnishing and Placing Aggregate	3.00	5,400.00
60	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	40.00	2,400.00
140	tons	Furnishing and Placing 150-200 Asphalt	37.00	5,180.00
40	tons	Furnishing and Placing RS-2 Asphalt	40.00	1,600.00
520	cu. yds.	3/4" - 0 Material in Shoulders	2.60	1,352.00
270	M-gal.	Sprinkling	3.00	810.00
			Subtotal	$18,103.00
			10% Engr. & Cont.	1,810.30
			Total	$19,913.30

Length of Roadway 2.975 miles
Cost of Roadway per Mile $6,693.54

Federal Funds	$12,300.00
State Funds	3,806.65
County Funds	3,806.65
	$19,913.30

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939

Funds for Maintenance: Chap. 529, laws 1939

Note: Cash has been deposited by Linn County with the Highway Department.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-159 (1)

JEFFERSON JUNCTION-KNOX BUTTE SECTION

OF THE HARDSCRABBLE HILL ROAD IN LINN COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, April 16, 1954

Type Code 5231
Roadway (Sta. 84+00 to Sta. 241+07)

2.97 miles	Preparation of Base	$200.00	$ 594.00
380 cu. yd.	3/4" - 0 Material in Binder Course	3.75	1,425.00
1,800 cu. yd.	Furnishing and Placing Aggregate	4.00	7,200.00
60 tons	Furnishing and Placing RC-3 Asphalt in Binder Course	42.00	2,520.00
140 tons	Furnishing and Placing 150-200 Asphalt	40.00	5,600.00
40 tons	Furnishing and Placing RS-2 Asphalt	42.00	1,680.00
520 cu. yd.	3/4" - 0 Material in Shoulders	2.85	1,482.00
270 M-gal.	Sprinkling	3.00	810.00
	Subtotal		$21,311.00
	10% Engr. & Cont.		2,131.10
	Total		$23,442.10

Length of Roadway	2.975 miles
Cost of Roadway per Mile	$7,879.69

Federal Funds	$14,500.00
State Funds	4,471.05
County Funds	4,471.05
	$23,442.10

Form PR 2 (Revised 1950)

CP 14

State Oregon

Federal Aid Secondary

Project No. S-160(1)

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 8th day of October, 1954, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 26th day of February, 1954, a program, which was approved on the 11th day of March, 1954, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were approved r~~ecommended for approval~~ by the District Engineer of the Bureau of Public Roads on the 8th day of June, 1954; and

Whereas the District ~~Division~~ Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of twelve thousand, four hundred and 00/100 dollars ($12,400.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources Cash deposited by Linn County with the Highway Department.
(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 300+00 in the NW 1/4, Section 30, T. 11 S., R. 2 W., W.M., and survey station 460+16 in the NW 1/4, Section 27, T. 11 S., R. 2 W., W.M., including a Wye connection, Stations 459+08.6 to 460+00, without exception, length 3.050 miles, in Linn County, being Oregon Federal Aid / Secondary project No. S-160(1), consisting of 3.050 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~[illegible]~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

RECEIVED
OCT 5 1954

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of twelve thousand, four hundred and 00/100 dollars ($12,400.00), which does not exceed the authorized Federal pro rata share of twenty thousand, one hundred forty-four and 30/100 dollars ($20,144.30), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Bureau of Public Roads shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

Attest H B Glaisyer
SECRETARY

By Ben R Chandler
Chairman, State Highway Commission
(Title of officer)

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By Acting *Division Engineer,*
Bureau of Public Roads.

A4.62

U. S. GOVERNMENT PRINTING OFFICE 10—11879-5

RECEIVED OCT 13 1954 OREGON DISTRICT

RECEIVED OCT 7 1954 DIVISION 8

1954

5 1954

Oregon State Highway Department

Federal Aid Secondary
Project No. S-160 (1)

COX CREEK-LEBANON JUNCTION SECTION
OF THE COX CREEK ROAD IN LINN COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon July 30, 1954

Type Code 5200
Roadway (Sta. 300+00 to Sta. 460+16)(Contract No. 4226)

3.03 miles	Preparation of Base	$100.00	$ 303.00
390 cu. yd.	3/4" - 0 Material in Binder Course	2.80	1,092.00
1,840 cu. yd.	Furnishing and Placing Aggregates	3.00	5,520.00
60 tons	Furnishing and Placing RC-3 Asphalt in Binder Course	40.00	2,400.00
140 tons	Furnishing and Placing 150-200 Asphalt	37.00	5,180.00
40 tons	Furnishing and Placing RS-2 Asphalt	40.00	1,600.00
530 cu.yd.	3/4" - 0 Material in Shoulders	2.60	1,378.00
280 M-gal.	Sprinkling	3.00	840.00
	Subtotal		$18,313.00
	10% Engr. & Cont.		1,831.30
	Total		$20,144.30

Length of Roadway 3.050 miles
Cost of Roadway per mile $6,604.68

Federal Funds	$12,400.00
State Funds	3,872.15
County Funds	3,872.15
	$20,144.30

State Funds for Construction: Chap. 175, laws 1917, Chap. 31, laws 1920, Chap. 529 laws 1939.

Funds for Maintenance: Chap. 529, laws 1939.

Note: Cash has been deposited by Linn County with the Highway Department

Oregon State Highway Department

Federal Aid Secondary
Project No. S-160 (1)

COX CREEK-LEBANON JUNCTION SECTION
OF THE COX CREEK ROAD IN LINN COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, April 16, 1954

Type Code 5231
Roadway (Sta. 300+00 to Sta. 460+16)

3.03 miles	Preparation of Base	$200.00	$ 606.00
390 cu. yd.	3/4" - 0 Material in Binder Course	3.75	1,462.50
1,840 cu. yd.	Furnishing and Placing Aggregates	4.00	7,360.00
60 tons	Furnishing and Placing RC-3 Asphalt in Binder Course	42.00	2,520.00
140 tons	Furnishing and Placing 150-200 Asphalt	40.00	5,600.00
40 tons	Furnishing and Placing RS-2 Asphalt	42.00	1,680.00
530 cu. yd.	3/4" - 0 Material in Shoulders	2.85	1,510.50
280 M-gal.	Sprinkling	3.00	840.00
	Subtotal		$21,579.00
	10% Engr. & Cont.		2,157.90
	Total		$23,736.90

Length of Roadway 3.050 miles
Cost of Roadway per Mile $7,782.59

Federal Funds	14,700.00
State Funds	4,518.45
County Funds	4,518.45
	$23,736.90

RECEIVED
OCT 11 1954
FOR FILING

S-159(1)
S-160(1)
422

October 7, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on September 29, 1954 on Contract No. 4226, Jefferson Junction-Knox Butte and Cox Creek-Lebanon Junction Section, in Linn County, in connection with Federal Aid Project No. S-159 (1), S-160 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

cc: John Cottrell

RHB:ch

Form E-1

5-159(1)
5-16(1)

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Oct. 2, 1954, 19

Section Jefferson Jct.-Knox Butte & Cox Creek-Lebanon Jct.

Kind of work Oiling

Highway Hardscrabble Hill & Cox Creek County Roads

Section prefix 522-1052

Contractor C.C.Meisel

Contract number 4226

Date of contract June 28, 1954, 19

Date of completion Sept. 30, 1954, 19

Date work started Aug. 31, 1954, 19

Estimated date of completion , 19

Amount of contract $ 38,167.22

Per cent of time elapsed 99 %

Estimated cost of completed project, exclusive of engineering $ 30,000

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 2500/3113.28, 80 %

Date project was completed Sept. 29, 1954, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor completed all of Project Wednesday night. Semi-final estimate in course of preparation.

FINAL REPORT

NOTED
W. C. WILLIAMS

NOTED
[illegible] A. MARTIN

NOTED
FORREST COOP

RECEIVED
OCT 1 1954
OFFICE OF
CONST

Signed S H Walter

Address

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		6		6	
Miles partially completed					
Miles completed		5.6		5.6	
Total estimated quantities		1050		4,410	
Estimated quantities moved or placed to date		600		4,030	
Average daily quantities		200		182	
Average daily quantities necessary to complete project on time		complete		complete	
Number shifts per day		1			
Hours per shift		9			
Average force on project for week		8			

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ......1...., Rollers ......1..., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair all	week	
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
SEP 10 1954
FOR FILING

S-159 (1)
S-160 (1)
4226

File

September 9, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on August 31, 1954 on Contract No. 4226, Jefferson Junction-Knox Butte & Cox Creek-Lebanon Junction Section, in Linn County, in connection with Federal Aid Project No. S-159 (1), S-160 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

DBP:dw

FORM E-30X 25M 8-50 42289

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Albany, Oregon.

Sept. 8, 1954

522-1052

NOTED
Harold C. Avers

SUBJECT: Linn County Oiling
Jefferson Jct.-Knox Butte Unit

To: Mr. J.D.Walker,
Division Engineer,
Salem, Oregon.

RECEIVED
SEP 8 1954
DIVISION ENGINEER

Dear Sir:

A contractor for Linn County is hauling surfacing material over the south end of the Jefferson Jct.-Knox Butte Unit of the Hardscrabble Hill Road.

Many failures and mud boils have developed under this heavy traffic and the County Court has verbally authorized the elimination of this part from the oiling, rather than repair the section for oiling.

The exact part is from Sta. 84 to Sta. 106 or 0.42 mile.

Our binder course was placed from Sta. 106 to 241, north end.

It might be well for Mr. Cattrall to get a formal statement from the court.

Very Truly Yours,

S F Walters

S.F.Walters,
Resident Engineer.

NOTED
J. F. HAGEMANN

cc 2

RECEIVED
SEP 14 1954
ENGINEER
COUNTY & CITY RELATIONS

W. E. DOWNING
COMMISSIONER

Fas 570

FLOYD D. JENKS
COMMISSIONER

E. G. ARNOLD
COUNTY JUDGE, LINN COUNTY
ALBANY, OREGON

NOTED
V. R. JONES

August 24, 1954

NOTED
Harold C. Ayers

John Cattrall, Engineer
County and City Relations
Salem, Oregon

Dear Sir:

The Linn County Court was visited by Mr. V. R. Jones, a representative of your department, in which a request was made for a change in specification of size of gravel, used in the 0 - 11 to a 0 0 9 modified, in the oiling job on Contract #4226. [redacted].

As this contract was let by the state, it is permissible and you have the consent of the Linn County Court to make modification as requested so that it will meet your requirements.

Sincerely yours,

Linn County Court

E. G. Arnold
County Judge

W. E. Downing
County Commissioner

Floyd D. Jenks
County Commissioner

EGA:mh

NOTED
J. F. HAGEMANN

RECEIVED
JUL 28 1954
FOR FILING

S-159 (1)
S-162 (1)
4226

July 28, 1954

Mr. C. C. Meisel
Box 58
McMinnville, Oregon

Dear Sir:

We enclose herewith for your files a fully executed copy of contract No. 4226, which was awarded to you June 28, 1954 by the State Highway Commission, for oiling on the Jefferson Junction-Knox Butte and Cox Creek-Lebanon Junction Sections in Linn County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

Form A-180 10M 2-54

INVOICE
Oregon State Highway Department
Salem, Oregon

Invoice No. [illegible]

Linn County
Albany, Oregon

Attn: County Court

NOTED

Date July 1, 1954

Your Req. No.

Billing Request No. CC 93

Credit distribution: 522-1052-297

Advance Deposit	8,700.00
Jefferson Junction-Knox Butte and Cox Creek-Lebanon Junction county FAS project in Linn County covered by agreement dated April 30, 1954. Partial transfer county's share of total costs.	5,000.00
To be retained	$3,700.00

7105.15 ✓
4 5 7

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $________________

By ________________________

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM

NOTED
V. R. JONES

June 28, 1954

Linn County Court
Court House
Albany, Oregon

NOTED
Harold C. [illegible]

NOTED
J. F. HAGEMANN

Gentlemen:

This is to acknowledge receipt of $8,700 representing Linn County's advance deposit in connection with the Jefferson Junction-Knox Butte and Cox Creek-Lebanon Junction county FAS projects on FAS 575 and 576. Contract No. 4226 was awarded to C. C. Meisel of McMinnville this date and a copy of the contract will be forwarded under separate cover for the County's information and records.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM

NOTED
V. R. JONES

Salem, Oregon
June 28, 1954

FAS 441 and 573, Gilliam County
FAS 575 and 576, Linn County

File this

Mr. W. C. Williams
OFFICE

NOTED
Harold C. Ayers

This is to advise we have received advance deposits from Gilliam and Linn Counties in the amounts of $6,500 and $8,700 respectively. These deposits are in connection with the Ridge Road-Morrow County Line and Lost Valley Road-Lone Rock Sections of FAS 441 and 573 in Gilliam County and the Jefferson Junction-Knox Butte and Cox Creek-Lebanon Junction Sections of FAS 575 and 576 in Linn County.

These projects are now clear for award of contracts.

John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM
cc: S. H. Probert

NOTED
V. R. JONES

June 25, 1954

Linn County Court
Court House
Albany, Oregon

HAGEMANN

Gentlemen:

On June 24th the Highway Commission received a satisfactory bid from C. C. Meisel of McMinnville for oiling the Jefferson Junction-Knox Butte and Cox Creek-Lebanon Junction Sections of FAS 575 and 576. As per the agreement between the State and County, an advance deposit of 20% of the estimated total cost based on the low bid is required from the County prior to award of a contract. The amount of this deposit is as follows:

Bid Items	$36,416.00
Additional Anticipated Items	
50% of Railroad Signals	2,500.00
12-1/2% Engineering & Contingencies	4,864.50
Estimated Total Cost	$43,780.50
Advance Deposit	
20% of $43,780.50= $8,756.10--or say	$ 8,700.00

Please make this deposit by means of a warrant or check in the amount of $8,700, payable to the Oregon State Highway Commission, forwarding same to this office. Upon receipt of said deposit a contract will be awarded. Your immediate attention to this matter will be appreciated.

Based on the above estimate, Linn County will have an available balance from fiscal year 1954-1955 FAS funds of approximately $52,000 (includes federal, state, and county funds).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM

RECEIVED
FOR FILING

[illegible]
[illegible]
4-[illegible]

AGENDA
AUG 9 1954

30-4

June 28, 1954

Mr. C. G. Meisel

McMinnville, Oregon

Dear Mr. Meisel:

The State Highway Commission June 24 accepted your proposal for oiling on the Jefferson Junction-Knox Butte and Cox Creek-Lebanon Junction Sections of the Hardscrabble Hill and Cox Creek County Roads in Linn County for the sum of $30,416.00 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 4226.

Contract forms are now being prepared and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md

cc - Mr. R. G. Savage
Mr. H. G. Smith
Mr. S. H. Probert
Mrs. Goldie Lewis

E.R

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$
S
E

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206 10-51

INTERNATIONAL SERVICE
Check the class of service desired; otherwise the message will be sent at the full rate

FULL RATE	
LETTER TELEGRAM	
SHIP RADIOGRAM	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
June 28, 1954
3:40 p.m.

Mr. C. G. Meisel
McMinnville, Oregon

Contract for Jefferson Junction-Knox Butte and Cox Creek Lebanon Junction Sections of the Hardscrabble Hill and Cox Creek County Roads in Linn County for which you submitted the low bid on June 24 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

CONFIRMATION
Accounting (5003-900)
Files
C. W. Head

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
JUN 29 1954

RECEIVED

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

June 28, 1954

Mr. R. H. Baldock
State Highway Department
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired for Oregon Project S-159(1), Jefferson Junction-Knox Butte Section of the Hardscrabble Hill Road in Linn County, we hereby concur as of this date in award of contract to C. C. Meisel of McMinnville, Oregon, low bidder in the total amount of $36,416.00 for this project and Project S-160(1) at the June 24, 1954 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
JUN 29 1954
SALEM
STATE HIGHWAY COMMISSION

File RECEIVED

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

[illegible](1)
[illegible](1)
4[illegible].4

June 28, 1954

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired for Oregon Project S-160(1), Cox Creek-Lebanon Junction Section of the Cox Creek Road in Linn County, we hereby concur as of this date in award of contract to C. C. Meisel of McMinnville, Oregon, low bidder in the total amount of $36,416.00 for this project and Project S-159(1) at the June 24, 1954 bid opening.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

RECEIVED
JUN 29 1954
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 30 1954
FOR FILING

S-159(1)
S-160(1)
[illegible]

June 28, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for road oiling work on the Jefferson Junction-Knox Butte Section of the Hardscrabble Hill County Road and the Cox Creek-Lebanon Junction Section of the Cox Creek County Road, in Linn County, Projects S-159 (1) and S-160 (1), to C. C. Meisel of McMinnville, Oregon, on the basis of the bid of $36,416 submitted on June 24, 1954.

All rights of entry required for this contract are acquired.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

SHP:gs

RECEIVED
JUN 30 1954
FOR FILING

S-159(1)
S-160(1)
[illegible]

June 28, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for road oiling work on the Jefferson Junction-Knox Butte Section of the Hardscrabble Hill County Road and the Cox Creek-Lebanon Junction Section of the Cox Creek County Road, in Linn County, Projects S-159 (1) and S-160 (1), to C. C. Meisel of McMinnville, Oregon, on the basis of the bid of $36,416 submitted on June 24, 1954.

All rights of entry required for this contract are acquired.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

SHP:gs

NOTED
V. R. JONES

June 25, 1954

Mr. C. G. Polk, District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Mr. Polk:

Attached are three copies each of a maintenance agreement and encroachment resolution covering the Jefferson Junction-Knox Butte Section of the Hardscrabble Road, Oregon Project No. S-159(1), FAS 57~~6~~5, in Linn County.

We have on file executed copies of an agreement covering Linn County's participation in the total cost of the project.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

JDG:MM
Att.

NOTED
J. F. HAGEMANN

NOTED
V. R. JONES

June 25, 1954

Mr. C. G. Polk, District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Mr. Polk:

Attached are three copies each of a maintenance agreement and encroachment resolution covering the Cox Creek-Lebanon Junction Section of the Cox Creek Road, Oregon Project No. S-160(1), FAS 576, in Linn County.

We have on file executed copies of an agreement covering Linn County's participation in the total cost of the project.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

JDG:MM
Att.

NOTED
J. F. HAGEMANN

RECEIVED
JUN 25 1954
FOR FILING

5-151(1)-
5-160(1)
4226

June 24, 1954

Mr. C. C. Meisel
Box 5
McMinnville, Oregon

Dear Mr. Meisel:

The State Highway Commission on June 24, 1954 accepted your bid in the amount of $36,4[illegible]6.00 for the Hardscrabble Hill and Cox Creek Roads Oiling Project in Linn County which was the low bid received for that job. The Commission referred the bid to the Engineer with authority to award the contract to you as soon as certain conditions have been satisfied.

I enclose for your immediate information a copy of the proposal form pertaining to this job for use by you pending receipt of the contract and bond forms. Your attention is particularly called to the paragraphs on page 5 under the heading "Restriction on Commencement of Work".

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr

cc S. H. Probert
H. G. Smith
R. G. Savage, SIAC

Enclosure

RECEIVED
FOR FILING

OREGON DISTRICT
[illegible]
[illegible]
[illegible]

S-159-1

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

June 8, 1954

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project S-159(1), Jefferson Junction-Knox Butte Section of the Hardscrabble Hill Road in Linn County. This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending notification that all rights of way or rights of entry have been acquired.

Final acceptance of the completed project will be deferred, if necessary, pending installation of automatic flashing light signals at the railroad grade crossing as agreed in your letter of May 27, 1954.

Please furnish the usual copies of county maintenance and encroachment resolutions covering this project.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
JUN 14 1954
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
File
FOR FILING

OREGON DISTRICT
S-160(1)
S-11-(1)
4226

S 16-(1)

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

June 8, 1954

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project S-160(1), Cox Creek-Lebanon Junction Section of the Cox Creek Road in Linn County. This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending notification that all rights of way or rights of entry have been acquired.

Please furnish the usual copies of county maintenance and encroachment resolutions covering this project.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

RECEIVED
JUN 14 1954
OF
STATE HIGHWAY COMMISSION

[illegible]
FOR FILING

S-159(1)
[illegible](1)
4226

S-159(1)

P

June 7, 1954

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

NO
W. C. WILLIAMS

Dear Sir:

The requested addition to the Federal-aid Secondary Program of Item 250, Project S-159(1), as described in Supplement No. 23, is approved effective June 4, 1954.

Very truly yours,

C. G. POLK
District Engineer

RECEIVED
JUN 8 1954
OREGON
STATE HIGHWAY COMMISSION

Original to
Mr. Probert

NOTED
V. R. JONES

June 3, 1954

Linn County Court
Court House
Albany, Oregon

NOTED
Harold C. Ayers

Gentlemen:

Enclosed for your information and records is a copy of the specifications for the Jefferson Junction-Knox Butte and Cox Creek-Lebanon Junction Sections of FAS Routes 575 and 576. It is planned to accept bids on these projects on June 24th.

All agreements covering these projects have already been signed and the plans given you in A pril are unchanged. An additional item of $2.500 has been added to the estimated cost of the Jefferson Junction-Knox Butte project bringing the total estimate for this section up to $26,800.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

JFH:MN
Encl.

NOTED
V. R. JONES

June 3, 1954

Linn County Court
Court House
Albany, Oregon

NOTED
Harold C. Ayers

Gentlemen:

Enclosed for your information and records is a copy of the specifications for the Jefferson Junction-Knox Butte and Cox Creek-Lebanon Junction Sections of FAS Routes 575 and 576. It is planned to accept bids on these projects on June 24th.

All agreements covering these projects have already been signed and the plans given you in A pril are unchanged. An additional item of $2,500 has been added to the estimated cost of the Jefferson Junction-Knox Butte project bringing the total estimate for this section up to $26,800.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM
Encl.

RECEIVED
JUN 3 1954
FOR FILING

S-159(1)
S-160(1)
A-36

S-154(1)

May 27, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Reference is made to the Jefferson Jct.-Knox Butte county road project in Linn County, Project S-159 (1), Item No. 250 of the FAS Program, programming of which has been withheld pending agreement to install automatic flashing light signals at the railway grade crossing at the north end of the project.

Arrangements for the installation of such signals are now being worked out with the railroad company and we give you our assurance that the installation will be made. Federal participation in the cost will not be expected.

We would like to have the project approved and cleared for advertising not later than June 8.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

SHP:gs

Mr. Probert

RECEIVED
FOR FILING
OREGON DISTRICT

[illegible]
[illegible]
[illegible]

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

May 20, 1954

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Re: Oregon Project FAS 160, Albany-Lebanon Junction Section, Cox Creek Road

Dear Sir:

The sketch map, subject project, dated March 1954, is approved today subject to the following conditions:

> That the railroad grade crossing within the limits of the project shall be eliminated or adequately protected in accordance with General Administrative Memorandum No. 63.
>
> That adequate signs and protective devices be installed warning of the narrow bridges on the route until such time as new bridges are constructed.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
MAY 25 1954
STATE [illegible]

RECEIVED
MAY 25 1954
OREGON
STATE [illegible] COMMISSION

RECEIVED
FOR FILING
OREGON DISTRICT

[illegible]
[illegible]
[illegible]

Mr. Probert

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

May 14, 1954

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Re: Oregon Project FAS 159
Jefferson Junction-Santiam Junction,
Hardscrabble Hill Road

Dear Sir:

The sketch map, subject project, dated March 1954, is approved today subject to the following conditions:

That the railroad grade crossing within the limits of the project shall be eliminated or adequately protected in accordance with General Administrative Memorandum No. 63.

That adequate signs and protective devices be installed warning of the narrow bridges on the route until such time as new bridges are constructed.

Very truly yours,

C. G. Polk

C. G. POLK
District Engineer

RECEIVED
MAY 25 1954
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 7 1954
FOR FILING

file

S-159(1)
S-160(1)
4226

Salem, Oregon
May 6, 1954

[illegible]

Mr. John W. Cattrall
City & County Relations Dept.
Office

Attached for further handling are four certified copies of a maintenance agreement and one conformed copy of a finance agreement with Linn County covering the Cox Creek-Lebanon Junction Section, FAS 576.

The original copy of each has been retained in this office for the Commission's files and a fully executed copy of each has been sent to the County Court of Linn County.

Very truly yours

Assistant Secretary

rn
Attach: 5

FORM E-30 25M 9-51 92815

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 27, 1954

SUBJECT: FAS 576, Linn County
Cox Creek-Lebanon Junction Section

To: Mr. W. C. Williams
OFFICE

REFERRED TO
Glaisyer.
BY DEPUTY STATE HIGHWAY ENGINEER

Enclosed are three copies of a finance agreement covering the Cox Creek-Lebanon Junction Section County FAS project in Linn County. Two copies of the agreement have been executed by the proper county officials and are now ready for presentation to the Highway Commission.

Also enclosed are six copies of a maintenance agreement covering the Cox Creek-Lebanon Junction Section project. After signature by the Highway Commission, please return four either certified true or fully executed copies to this office for transmittal to the B.P.R.

Both agreements require your signature of approval.

The Cox Creek-Lebanon Junction Section project was approved by the Highway Commission on February 24, 1954.

John W. Cattrall
Engineer, County and City Relations

By

John D. Graham
John D. Graham
Office Engineer

JDG:MM
Encl.

AUTHORIZED BY HIGHWAY COMMISSION
DATE 2-24-54 page 28 (to use up part of $95,000 balance)
Secretary

RECEIVED
APR 27 1954
OFFICE
STATE HIGHWAY ENGINEER

Form cc-12 (1954 Rev.)

Oregon Project S-160(1)
FAS Highway 576

RESOLUTION

WHEREAS, a county road in Linn County, State of Oregon, known as the Cox Creek County Road, is routed through the County of Linn, Oregon, a municipal corporation, and a section of said road has been officially adopted for improvement by the State Highway Commission and Linn County, the section adopted for improvement being more particularly described as follows; to wit:

From Cox Creek, easterly to the Santiam State Highway, a distance of 3.033 miles.

AND, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal Aid for the improvement of said county road,

AND, WHEREAS, the Department of Commerce, Bureau of Public Roads, will not participate in the construction of said county road until and unless the said County of Linn will guarantee by resolution officially adopted by the County Court, that no encroachments will be permitted upon the right of way of said county road within the limits of the section described above, which will permanently obstruct or interfere with the free and convenient flow of traffic over said county road, and will so regulate parking of vehicles on said county road that the free, convenient, and safe flow of traffic shall not be impeded; and agree not to impose unreasonable limitations of speed upon said county road, nor impose any regulations of traffic which will operate to discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets, or avenues.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the County Court of Linn County, Oregon, that no encroachments will be permitted on the county road known as the Cox Creek County Road, which will permanently or unduly interfere with the free and convenient flow of traffic along said county road; and will so regulate the parking of vehicles along said county road as not to impede the free, convenient, and safe flow of traffic; and will not impose any unreasonable limitations of speed upon said county road, nor impose any regulation of traffic upon said county road which shall unduly discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets, or avenues.

It being understood that nothing in this resolution of agreement by the County Court shall be construed so as to prevent or impair proper police regulations and the enforcement of all existing laws and regulations respecting the use of said county road, nor to prevent such temporary obstructions to traffic as may be necessitated by the construction of water or gas mains, sewers, and other public improvements, or to preclude the proper use of said county road for the placement of telephone or electric light poles or other public service facilities.

Passed by the County Court of Linn County, Oregon, this 16th day of April, 1954.

By E. G. Arnold
County Judge

Attest:

County Clerk

By W. E. Downing
County Commissioner

By Floyd D. Jenks
County Commissioner

RECEIVED
MAY 5 1954
FOR FILING

S-159(1)
S-160(1)
[illegible]

May 6, 1954

County Court of Linn County
Court House
Albany, Oregon

Gentlemen:

We are enclosing herewith for the records and files of Linn County one fully executed copy each of a Finance Agreement and Maintenance Agreement between the State Highway Commission and Linn County covering the Cox Creek-Lebanon Junction Section, FAS 576.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By
Lloyd Query, Assistant Secretary

rn
Enc.

1.L.P.
P

RECEIVED
MAY 4 1954
FOR FILING

S-1[illegible](1)
S-160(1)
4226

May 4, 1954

County Court of Linn County
Court House
Albany, Oregon

Gentlemen:

We are enclosing herewith for the records and files of Linn County one fully executed copy each of a Maintenance Agreement and Finance Agreement between the State Highway Commission and Linn County covering the Jefferson Junction-Knox Butte Section on FAS Highway 575.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By
Floyd Query, Assistant Secretary

rn
Enc.

RECEIVED
MAY 5 1954
FOR FILING

file

S-1
S-160
4226

Maint. 178
[illegible]

Salem, Oregon
May 4, 1954

Mr. John W. Cattrall
City & County Relations Dept.
Office

Attached for further handling are four certified copies of a Maintenance Agreement and one conformed copy of a Finance Agreement with Linn County covering the Jefferson Junction-Knox Butte Section on FAS Highway 575.

Fully executed copies of the above agreements have been retained in this office for the Commission's files and fully executed copies have been sent to the County Court of Linn County.

Very truly yours

Assistant Secretary

rn
Attach: 5

FORM E-90 25M 9-51 55315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 27, 1954

SUBJECT: FAS 575, Linn County
Jefferson Junction-Knox Butte Section

To: Mr. W. C. Williams
OFFICE

REFERRED TO
Glaisyer
BY DEPUTY STATE HIGHWAY ENGINEER

L

Enclosed are three copies of a finance agreement covering the Jefferson Junction-Knox Butte Section County FAS project in Linn County. Two copies of the agreement have been executed by the proper county officials and are now ready for presentation to the Highway Commission.

Also enclosed are six copies of a maintenance agreement covering the Jefferson Junction-Knox Butte Section project. After signature by the Highway Commission, please return four either certified true or fully executed copies to this office for transmittal to the B.P.R.

Both agreements require your signature of approval.

The Jefferson Junction-Knox Butte Section project was approved by the Highway Commission on February 24, 1954.

John W. Cattrall
Engineer, County and City Relations

By

John D. Graham

John D. Graham
Office Engineer

JDG:MM
Encl.

AUTHORIZED BY HIGHWAY COMMISSION
DATE 2-24-54 page 28
Secretary

(to use up part of $95,000 balance)

APR 2? 1954
STATE [illegible]

cc-12 (1954 Rev.)

Oregon Project S-159(1)
FAS Highway 575

RESOLUTION

WHEREAS, a county road in Linn County, State of Oregon, known as the Hardscrabble Hill County Road, is routed through the County of Linn, Oregon, a municipal corporation, and a section of said road has been officially adopted for improvement by the State Highway Commission and Linn County, the section adopted for improvement being more particularly described as follows; to wit:

> **From the Jefferson State Highway approximately 1 mile west of the Santiam River southerly to the Clover Ridge County Road, a distance of 2.975 miles.**

AND, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal Aid for the improvement of said county road,

AND, WHEREAS, the Department of Commerce, Bureau of Public Roads, will not participate in the construction of said county road until and unless the said County of Linn will guarantee by resolution officially adopted by the County Court, that no encroachments will be permitted upon the right of way of said county road within the limits of the section described above, which will permanently obstruct or interfere with the free and convenient flow of traffic over said county road, and will so regulate parking of vehicles on said county road that the free, convenient, and safe flow of traffic shall not be impeded; and agree not to impose unreasonable limitations of speed upon said county road, nor impose any regulations of traffic which will operate to discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets, or avenues.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the County Court of Linn County, Oregon, that no encroachments will be permitted on the county road known as the Hardscrabble Hill County Road, which will permanently or unduly interfere with the free and convenient flow of traffic along said county road; and will so regulate the parking of vehicles along said county road as not to impede the free, convenient, and safe flow of traffic; and will not impose any unreasonable limitations of speed upon said county road, nor impose any regulation of traffic upon said county road which shall unduly discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets, or avenues.

It being understood that nothing in this resolution of agreement by the County Court shall be construed so as to prevent or impair proper police regulations and the enforcement of all existing laws and regulations respecting the use of said county road, nor to prevent such temporary obstructions to traffic as may be necessitated by the construction of water or gas mains, sewers, and other public improvements, or to preclude the proper use of said county road for the placement of telephone or electric light poles or other public service facilities.

Passed by the County Court of Linn County, Oregon, this 26 day of April, 1954.

By E. G. Arnold
County Judge

By W. E. Downing
County Commissioner

By Floyd D. Jenks
County Commissioner

Attest:

County Clerk

NOTED
V. R. JONES

April 28, 1954

Linn County Court
Court House
Albany, Oregon

FAS 575, Linn County

NOTED
J. F. HAGEMANN

Gentlemen:

The S.P.R.R. has agreed to pay 50% of the cost of installing automatic blinker signals at the railroad crossing on the Scrabble Hill Road; however, I am sorry to advise that we were not notified of this decision in time to clear the job with the Bureau of Public Roads for the May 11-12 contract letting.

As a result, bids cannot be accepted on the two oiling projects until the June Highway Commission meeting.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM

cc: Mr. Walter Larsen, County Engineer

NOTED
R. J

NOTED
Harold C. Ayers

April 22, 1954

Linn County Court
Court House
Albany, Oregon

Gentlemen:

Enclosed are two copies each of three agreements covering finances, six copies each of three maintenance agreements, six copies each of three encroachment resolutions, and two sets of plans and specifications covering the Jefferson Junction-Knox Butte Section, Cox Creek-Lebanon Junction Section, and Onehorse Slough Bridge upon which we plan to accept bids on May 12th.

The finance agreements cover state and county participation in costs and provide for an advance deposit to be made by the county prior to award of a contract. The maintenance agreements and encroachment resolutions are the usual standard forms required by the Bureau of Public Roads.

For your information, the estimated total costs for these projects are:

Jefferson Junction-Knox Butte........	$24,000	Fas 575
Cox Creek-Lebanon Junction............	$24,300	" 576
Onehorse Slough Bridge	$20,400	212

The Jefferson Junction-Knox Butte estimate does not include the cost of a railroad signal which could run as high as an additional $6,000 depending on what kind of an agreement can be reached with the SPRR. Please consider these estimates as confidential.

The sets of plans and specifications are for your information and records.

If satisfactory, please sign, have the County Clerk attest, and return all copies of all agreements and five copies each of all resolutions to this office. After signature by the Highway Commission a fully executed copy of each agreement will be returned.

Your immediate attention to this matter will be appreciated.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM
Encl.

Fas 575

Salem, Oregon
April 9, 1954

NOTED
V. R. JONES

Mr. W. C. Williams
OFFICE

NOTED
Harold C. Ayers

Linn County has advised this date that the county has completed its work in connection with the Jefferson Junction-Knox Butte and Cox Creek-Lebanon Junction sections of FAS 575 and 576, and that insofar as the county is concerned bids may be accepted for this project at the May Commission meeting.

The County Court also advised that any arrangements the Highway Department is able to make in connection with signalizing the railroad crossing on the Jefferson Junction-Knox Butte section will be agreeable to the county.

John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM

cc: H. G. Smith
J. D. Walker
V. G. O'Neil

NOTED
J. F. HAGEMANN

Salem, Oregon
April 5, 1954

NOTED
Harold C. Ayers

Mr. W. C. Williams
OFFICE

NOTED
Harold C. Ayers

NOTED
V. R. JONES

Mr. Wayne Downing, Linn County Commissioner, has advised that his sister, Mrs. Karrie Biel, was killed at the intersection of the Scrabble Hill County Road and the main line of the S.P.R.R. in a train-automobile accident on July 2, 1932. This crossing is approximately 1-1/2 miles southwest of Jefferson and the Scrabble Hill County Road is FAS 575.

Mr. Downing was of the opinion that in the history of this crossing there have been two or three additional fatalities; however, we have no confirmation of this.

John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM

NOTED
J. F. HAGEMANN

575

Salem, Oregon
March 1, 1954

NOTED
Harold C. Ayers

Mr. G. S. [redacted]
OFFICE

NOTED
J. F. HAGEMANN

Attached is a copy of a revision, approved by the Highway Commission on Feb. 24, in the fiscal year 1955 County FAS program in Linn County. As revised the oiling project on FAS 576 has been reduced to 3 miles in length and a bridge over Onehorse Slough on FAS 212 (see attached map) has been added. Mr. Ricketts is familiar with this bridge location having already discussed it with Mr. Larson, Linn County Engineer.

John W. Cattrall
Engineer, County and City Relations

By

John F. [redacted]
Asst. Engineer, County & City Relations

JFH:eb
Encl.
cc: Mr. J. S. Walker
Mr. R. G Smith
Mr. S H. Probert
Mr. V G. O'Neil
Mr. J. W. Bach

Fa-576

2/5/54

PROPOSED REVISION, 1955 COUNTY FAS PROGRAM
Linn County (To replace projects approved 9/24/53)

County	FAS Hwy. No.	Section and Description	Programmed Amount
Linn	575	Jefferson Junction-Knox Butte, 2.97 miles. Oil.	$ 30,000
	576	Cox Creek-Lebanon Junction, 3.04 miles Oil.	30,000
	212	Onehorse Slough Bridge	35,000
		Total, Linn County	$ 95,000

- -

PROPOSED PROJECTS
LINN COUNTY
AVAILABLE FUNDS - $112,000

FAS 575 - Jefferson Junction-Knox Butte, 2.97 miles. $30,000.
Same as originally approved 9/24/53.

FAS 576 - Cox Creek-Lebanon Junction, 3.04 miles. $30,000.
This section extends from Cox Creek (Station 300+00) easterly to a junction with the Santiam Highway approximately 3 miles north of Lebanon.

The proposed project is to construct an O-11 with binder 20' wide with 3' to 4' shoulders on the pit run base and crushed gravel top course being placed by county forces. The county will complete its work approximately May, 1954.

FAS 212 - Onehorse Slough Bridge. $35,000.
The proposed improvement is to replace the existing 76' timber bridge. The FAS project will be for the structure only with the county doing all required road approach work.

NOTED
J. W. CATTRALL

NOTED
Harold C. Ayers

March 1, 1954

NOTED
V. R. JONES

Linn County Court
Courthouse
Albany, Oregon

NOTED
J. F. HAGEMANN

Gentlemen:

Attached is a description of the 1955 Linn County FAS projects as revised and approved by the Highway Commission on February 24th. The projects as described are believed to conform with the proposals of Linn County.

The programmed amounts are quite liberal and it is expected that the actual cost of the bridge will be considerably less than the programmed amount. Linn County has a total of $112,000 available FAS funds at the present time. A balance of $17,000 plus any savings in the project costs as against the programmed amounts will remain available to Linn County.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:sh
Encl.

7r-575

2/5/54

PROPOSED REVISION, 1955 COUNTY FAS PROGRAM
Linn County (To replace projects approved 9/24/53)

County	FAS Hwy. No.	Section and Description	Programmed Amount
Linn	575	Jefferson Junction-Knox Butte, 2.97 miles. Oil.	$ 30,000
	576	Cox Creek-Lebanon Junction, 3.04 miles Oil.	30,000
	212	Onehorse Slough Bridge	35,000
		Total, Linn County	$ 95,000

- -

PROPOSED PROJECTS
LINN COUNTY
AVAILABLE FUNDS - $112,000

FAS 575 - Jefferson Junction-Knox Butte, 2.97 miles. $30,000.
Same as originally approved 9/24/53.

FAS 576 - Cox Creek-Lebanon Junction, 3.04 miles. $30,000.
This section extends from Cox Creek (Station 300+00) easterly to a junction with the Santiam Highway approximately 3 miles north of Lebanon.

The proposed project is to construct an O-11 with binder 20' wide with 3' to 4' shoulders on the pit run base and crushed gravel top course being placed by county forces. The county will complete its work approximately May, 1954.

FAS 212 - Onehorse Slough Bridge. $35,000.
The proposed improvement is to replace the existing 76' timber bridge. The FAS project will be for the structure only with the county doing all required road approach work.

FORM 2-125 50M REVISED 3-52

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

NOTED
J. W. CATTRALL

NOTED
V [illegible]

February 10, 1954

NOTED
Harold C. Ayers

[illegible] HAGELMANN

Oregon State Highway Commission

Gentlemen:

In our approved 1955 program for Linn County federal-aid secondary county roads we have projects totaling $112,000 for surfacing and oiling Federal-aid Secondary Highways Nos. 575 and 576. Subsequent investigation revealed that approximately 5.7 miles of Federal-aid Secondary Highway No. 576 are not sufficiently stable to permit the placing of the planned oil mat surfacing. The County, therefore, has decided to resurface the project before the oiling is to be done, but advises it cannot complete the resurfacing until the spring of 1955. Therefore, the County wishes to delete from its present approved program this 5.7-mile section and substitute therefor a bridge across Onehorse Slough on Federal-aid Secondary Highway No. 212. If this revision is approved it will result in an authorized program of $95,000 for Linn County, which will leave the County a balance of $17,000 in its 1954 funds, which it wishes to carry over for a future program.

This matter will be on the next agenda, and I recommend that you grant the County's request and approve the revised program.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. S. H. Probert
Mr. J. W. Cattrall

RECEIVED

NOTED
Harold C. Ayers

NOTED
J. W. CATTRALL

Salem, Oregon
February 5, 1954

NOTED
J. F. HAGEMANN

NOTED
V. R. JONES

Mr. W. C. Williams
OFFICE

On January 7th I met with the Linn County Court and County Engineer and advised them of the required increases in base thickness on portions of the Albany Junction-Lebanon Junction county FAS project, FAS 576, as recommended by Mr. Webber, Assistant Construction Engineer, in his letter of February 3rd.

This project as proposed by the county and approved by the Highway Commission on 9/24/53 called for the county to grade and place base material with its own forces and at its own expense, with FAS funds being used for placing an E-11 type oil mat. The county is in the process of performing the grading and basing at this time; however, our Soils Division has determined that a 2" to 5" additional depth of base material over the 11" to 12" planned by the county is required on the ~~easterly~~ westerly 5.7 miles. On the ~~westerly~~ easterly 3 miles, 11" to 12" is sufficient.

After considerable discussion it was the opinion of the County Court and Engineer that, particularly with the additional base material required, the county would be unable to complete the entire section of road in time to permit oiling this summer. In view of this the Court requested that the FAS project on 576 be cut back to include the easterly ~~westerly~~ 3.14 miles only and that a bridge over Onehorse Slough on FAS 222 be added to the program. The revised project on FAS 576 would begin at Station 300 (Cox Creek) and extend to the Lebanon Junction.

Attached are seven copies of a tabulation showing these requested revisions with map attachments. If they meet with your approval these revisions should be presented to the Highway Commission for its consideration. If approved by the Commission, an unprogrammed balance of $17,300 of 1955 FAS funds would remain available to Linn County. The county would carry this unprogrammed balance as such for the time being.

John W. Cattrall
Engineer, County and City Relations

By: John F. Hagemann
Assistant Engineer

JFH:[illegible]
Att.
cc: H. G. Smith
J. D. Walker
S. H. Probert
G. S. Paxson
Ray Webber

2/5/54

PROPOSED REVISION, 1955 COUNTY FAS PROGRAM
Linn County (To replace projects approved 9/24/53)

County	FAS Hwy. No.	Section and Description	Programmed Amount
Linn	575	Jefferson Junction-Knox Butte, 2.97 miles. Oil.	$ 30,000
	576	Cox Creek-Lebanon Junction, 3.04 miles Oil.	30,000
	212	Onehorse Slough Bridge	35,000
		Total, Linn County	$ 95,000

- - - - - - - - - - - - - - - - - - - -

PROPOSED PROJECTS
LINN COUNTY
AVAILABLE FUNDS - $112,000

FAS 575 - Jefferson Junction-Knox Butte, 2.97 miles. $30,000.
Same as originally approved 9/24/53.

FAS 576 - Cox Creek-Lebanon Junction, 3.04 miles. $30,000.
This section extends from Cox Creek (Station 300+00) easterly to a junction with the Santiam Highway approximately 3 miles north of Lebanon.

The proposed project is to construct an 0-11 with binder 20' wide with 3' to 4' shoulders on the pit run base and crushed gravel top course being placed by county forces. The county will complete its work approximately May, 1954.

FAS 212 - Onehorse Slough Bridge. $35,000.
The proposed improvement is to replace the existing 76' timber bridge. The FAS project will be for the structure only with the county doing all required road approach work.

5" to Sta 297 4"

FORM E-90 2M 9-51 82319

File
FAS 576
Linn Co.

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 3, 1954

NOTED
V R JONES

NOTED
Harold C. Ayers

SUBJECT:

To: Mr. John W. Cattrall,
Engineer, County and City Relations
OFFICE

J. F. HAGGMANN

Dear Sir:

Reference is made to the Albany Junction-Lebanon Junction Section of the Cox Creek County Road FAS 576, Linn County.

An inspection of the area through which this proposed section is intended indicates that this road carries medium traffic.

Using medium traffic as a basis of design, the following needs are indicated for the typical project soils:

Station	Total Recommended Base & Wearing Surface in inches	Surfacing in Place	Allowance in Place	New Base & Surf. Required over Surf. in Place
49+00	15-16 16½"	1"	3"	13½"
100+00	100+00 16½"	3"	3"	13½"
152+00	19"	2"	3"	16"
227+00	17-18" 18"	1"	3"	15"
300 297+00	297+00 18½"	3½"	3"	15½"
325+00	10" 11½"			
376+00	11½"			

Present plan is for Linn County to place 8 inches of base over the old road and 12 inches of base on regraded sections; with a 1¼ leveling course. An O-11 oil mat is to be placed over this by State contract.

In order to meet the requirements for medium traffic the following increases will be required.

Station	Sections over old Surf. Increase in inches	Regraded Sections Increase in inches
49+00	4¼ 3	3½ 2
100+00	4 3	3½ 2
152+00	7 3½	6 4½
227+00	6 4½	5 3½
297+00	6½ 5	5½ 4
325+00	As planned	As planned
376+00	" "	" "

Old Section — New Sec
3" to Sta 100 — 2"
5" to Sta 297 — 4"

FORM

It is recommended that you arrange a meeting with the county officials for the purpose of increasing the base thicknesses as above indicated.

Very truly yours,

H. G. Smith
Construction Engineer

By Ray Webber
Ray Webber
Ass't. Construction Engineer

RW:js

cc H. G. Smith
J. D. Walker

FORM E-123 50M REVISED 2-53

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

NOTED
V. R. JONES

January 29, 1954

NOTED
Harold C. Ayers

NOTED
J. W. CATTRALL

NOTED
J. F. HAGEMANN

Mr. L. P. Hopkins, Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

Dear Sir:

In cooperation with Linn County the State Highway Commission proposes to let a contract this year for the oil surfacing of what is known as the Jefferson Junction-Knox Butte Section of Linn County road. This road crosses the main line of the Southern Pacific Company, which crossing is designated PUC Crossing No. C697.9.

The construction of the oil surfacing on this road will increase the speed of traffic and probably increase its volume. This crossing is quite hazardous by reason of the high speed trains operating on the Southern Pacific tracks and the increased volume on the highway. A recent count of traffic at this crossing, taken on the 19th and 20th of August, indicated an average volume of 257 vehicles daily. I suggest you give consideration to the Southern Pacific Company's cooperating in the installation of a flashing-light railroad grade crossing signal at this crossing, said cooperation to be based on 50 per cent by the Railroad Company and the remaining 50 per cent from the State and the County.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams
Mr. F. B. Crandall
Mr. John W. Cattrall

RECEIVED
JAN 29 1954
ENGINEER

NOTED
V. R. JONES

NOTED
J. W. CATTRALL

Salem, Oregon
January 25, 1954

Mr. S. H. Probert
Office Engineer

NOTED
Harold C. Ayres

NOTED
J. F. HAGEMANN

A 1955 county road FAS project in Linn County known as the Jefferson Junction-Knox Butte Section of FAS 575 crosses the main line of the Southern Pacific at the north end of the project. Some sort of crossing device such as a flashing beacon will no doubt be required at the intersection of the railroad and FAS route.

As we are not familiar with the procedure involved in arranging for these signals, we are calling the matter to your attention at this time.

John W. Cattrall
Engineer, County and City Relations

JFH:MM

Salem, Oregon
January 21, 1954

NOTED
V. R. JONES

NOTED
J. W. CATTRALL

Mr. H. G. Smith
Construction Engineer

Attention: Mr. E. A. Pease

NOTED
Harold C. Ayers

NOTED
J. F. HAGEMANN

The field data for the Jefferson Junction-Knox Butte and Albany Junction-Lebanon Junction sections of FAS 575 and 576 in Linn County has been examined and found to be consistent with the projects as originally proposed by the county and approved by the Highway Commission.

The original proposal included a leveling course as required; however, the Division Engineer has determined that no leveling course will be needed.

The Jefferson Junction-Knox Butte section crosses the main line S.P. tracks and no doubt an automatic flashing signal will be required at this track intersection. This signal should be included as part of the FAS project. The field estimate of $99,630 leaves sufficient funds from the $112,000 available to take care of this flashing signal.

John W. Cattrall
Engineer, County and City Relations

By

John F. Hagemann
Assistant Engineer

JFH:NM

cc: Mr. V. G. O'Neil

Salem, Oregon
January 21, 1954

NOTED
V. R. JONES

NOTED
J. W. CATTRALL

NOTED
Harold C. Ayers

NOTED
J. F. HAGEMANN

Mr. H. G. Smith
Construction Engineer

Attention: Mr. E. A. Pease

The field data for the Jefferson Junction-Knox Butte and Albany Junction-Lebanon Junction sections of FAS 575 and 576 in Linn County has been examined and found to be consistent with the projects as originally proposed by the county and approved by the Highway Commission.

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John W. Cattrall
Engineer, County and City Relations

By

John F. Hagemann
Assistant Engineer

JFH:MM

cc: Mr. V. G. O'Neil

NOTED
V. R. JONES

NOTED
J. W. CATTRALL

NOTED
Harold C. Ayers

MEMO: To J. W. Nash

RE: FAS Projects for Programming with B.P.R. (1955 Funds)

DATE: 1/21/54

NOTED
J. F. HAGEMANN

LINN COUNTY: Jefferson Junction-Knox Butte Section, 2.97 Miles, FAS Route 575

The existing road is a crushed gravel wearing surface 28' in width on a pit run gravel base, averaging 12" in depth. This section was reconstructed by Linn County in 1953.

The proposed improvement is to construct a 20' wide 0-11 with 3' to 4' crushed rock or gravel shoulders.

This highway serves a highly developed agricultural area upon which diversified crops, sheep, and cattle are raised.

The road crosses the main line of the SPRR at its north end and this crossing will probably require signalization.

LINN COUNTY: Albany Junction-Lebanon Junction Section, 8.73 Miles, FAS Route 576

The existing road is presently being reconstructed by Linn County to a crushed gravel wearing surface 26' to 28' in width on a pit run gravel base, averaging 10" in depth. This county reconstruction will be completed by the spring of 1954.

The proposed improvement is to construct a 20' wide 0-11 with 3' to 4' crushed rock or gravel shoulders.

This highway serves a highly developed agricultural area upon which diversified crops, sheep, and dairy cattle are raised.

NOTE: The field data on these projects is in and estimated costs should be obtained from V. G. O'Neil.

John F. Hagemann
Asst. Engr., County and City Relations

NOTED
Harold C. Ayers

NOTED
J. W. CATTRALL

December 7, 1953

Linn County Court
Court House
Albany, Oregon

NOTED
J. F. HAGEMANN

Gentlemen:

On November 23, 1953, the Bureau of Public Roads approved the addition of the Hardscrabble Road and Albany-Lebanon Junction Road to the Federal Aid Secondary System. These roads were assigned FAS Route Nos. 575 and 576 respectively. Please revise your maps showing the FAS System accordingly.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:MM

4a. 576

FORM E-30 25M 9-51 82315

112-13

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 19, 1953

SUBJECT:

To:

Mr. S. F. Walters,
Resident Engineer,
Oregon State Highway Department,
Box 324,
Albany, Oregon.

NOTED
J. F. HAGEMANN

Dear Sir:

Herewith map of Linn County showing proposed FAS projects for 1954:

No. 575	Jefferson Junction-Knox Butte -- 3 Miles Surface and Oil	$30,000.00
No. 576	Albany Junction-Lebanon Junction -- 8 Miles -- Surface and Oil	82,000.00

Please submit survey orders and prepare plans and estimate.

Roadbed and design should, I believe, conform to the 1953 Linn County project employing an O-11 oil mat 20 feet wide.

I will go over the proposed projects with you and the County Court in the near future.

Yours very truly,

J. D. Walker,
Division Engineer.

JDW:AM
cc Mr. H. G. Smith
Mr. J. W. Cattrall

NOTED
J. W. CATTRALL

October 6, 1953

Linn County Court
Court House
Albany, Oregon

NOTED
J. F. HAGEMANN

Gentlemen:

On September 24th the Highway Commission approved the Federal Aid Secondary projects as shown in the attached tabulation. The details as set forth in this tabulation are believed to conform with the Court's request.

Approval by the Bureau of Public Roads and preparation of plans and specifications are now required prior to contracting the proposed projects. Preliminary engineering will be handled by our Division Office in Salem and will proceed as rapidly as available engineering personnel will permit.

As you know, the county will be required to make an advance deposit of 20% of the estimated total cost before award of a contract. In the case of Linn County, this will be approximately $22,400 and will be covered by an agreement at a later date.

If you wish any further information on this matter, please advise.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:MM
Att.

FAS 575

PROPOSED PROJECTS
LINN COUNTY
AVAILABLE FUNDS - $112,000

FAS 575 - Jefferson Junction-Knox Butte, Approximately 3 Miles - $30,000. This section extends from the Jefferson Highway about 1 mile westerly from Jefferson southerly on the Hardscrabble County Road to a county road junction north of Knox Butte.

The proposed project is to place a levelling course as required and construct an 0-11 with binder 20' wide with 3' to 4' shoulders.

FAS 576 - Albany Junction-Lebanon Junction, Approximately ~~8~~ Miles - $82,000.
This section extends from a county road junction approximately 1.5 miles south of Albany easterly to a junction with the Santiam Highway approximately 3 miles north of Lebanon.

The proposed project is to place a levelling course as required and construct an 0-11 with binder 20' wide with 3' to 4' shoulders.

The county is regrading, placing a pit run base, and a crushed gravel top course to a finished width of 28' on both of the above projects. Mr. Larsen, County Engineer, has some survey data on each project which should be of use in preparing the field data. Both of these projects are similar to those constructed as FAS projects this year.

9/1/53

131-1031 Hilgard Jct.-Meadowbrook Surf. 1954
Proj. on the Starkey Hwy.
#4227

RECEIVED
MAY 16 1956
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

(date)
May 10, 1956

(CONTRACT NO.) 131-1031
4227

(EST. NO.)
6-Final

(CONTRACTOR)
Vernie Jarl

(VOUCHER NO.)
9[illegible]70

(WARRANT NO.)
R-150330

(AMOUNT)
$ 468.14

(DATE)
5/10/56

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you. that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: Nov. 30, 1954

Time Extensions: to June 15, 1955 with penalty

Completion Date: May 23, 1955

Date Accepted: June 30, 1955

Penalties: None of record

Claims: None of record

Remarks:

Date: 5-11-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: MAY 11 1956

R. Rawlings

NOTED ON CARD

RECEIVED
SEP 6 - 1955
FOR FILING

1- [illegible]

4227

September 6, 1955

CERTIFIED MAIL

General Casualty Co. of America
Portland Service Office
209 S.W. Fourth Ave.
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Dear Sir:

State Highway Contract No. 4227 for work performed on the Hilgard Junction-Meadow Brook Section of the Ukiah-Hilgard Highway in Union County was completed by the contractor, Vernie Jarl, on May 23 and was formally accepted by the Highway Commission on June 30, 1955.

Final payment in the amount of $468.14 will be released to the contractor on or after September 16, 1955. The total contract amount is $37,975.69 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

RECEIVED
SEP 6 - 1955
FOR FILING

1-
4257

September 6, 1955

CERTIFIED MAIL

General Casualty Co. of America
Portland Service Office
209 S.W. Fourth Ave.
Portland 4, Oregon

Attention: Mr. O. H. Burnett

Dear Sir:

State Highway Contract No. 4227 for work performed on the Hilgard Junction-Meadow Brook Section of the Ukiah-Hilgard Highway in Union County was completed by the contractor, Vernie Jarl, on May 23 and was formally accepted by the Highway Commission on June 30, 1955.

Final payment in the amount of $468.14 will be released to the contractor on or after September 16, 1955. The total contract amount is $37,975.69 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

RECEIVED
JUN 30 1955
FOR FILING

121 1631
4227

June 29, 1955

CERTIFIED MAIL

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Dear Sir:

The State Highway Commission is prepared to release semi-final payment to Vernie Jarl on contract No. 4227, for rock surfacing on the Hilgard Junction-Meadow Brook Section of the Ukiah-Hilgard Highway in Union County.

This payment, in the amount of $10,766.47, will be released to the contractor on or after July 9, 1955. The retained percentage is $1,160.03.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

RECEIVED
JUN 7 1955
FOR FILING

151-1931

4227

June 6, 1955

Mr. Vernie Jarl
Box 507
Gresham, Oregon

Dear Sir:

The State Highway Commission at its meeting held on May 25 had under discussion your request for an extension of time, from February 28 to June 15, 1955, within which to complete your contract No. 4227, for rock surfacing on the Hilgard Junction-Meadow Brook Section of Ukiah-Hilgard Highway in Union County.

The Highway Commission granted your request for an extension of time from February 28, 1955 to June 15, 1955 with the provision that all engineering costs February 28, 1955 to the actual completion date of the contract be assessed as penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

[illegible]

cc: A. F. Parson,
Division Engineer

John C. Hiatt,
Resident Engineer

H. G. Smith,
Construction Engineer

131-1031

Form E-1—10M

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

No. 16 FINAL

For Week Ending X6XXX6X May 23, 19 55

Section Hilgard Junction - Meadow Brook

Highway Ukiah - Hilgard

Contractor Vernie Jarl

Date of contract June 29, 19 54

Date work started Nov. 15, 19 54

Project authorization $ 38,679.38

Exclusive of Engineering $ 35,758.18

Kind of work Rock Surfacing

Section prefix 131-1031

Contract number 4227

Date of completion Nov. 30, 19 54

Estimated date of completion May 23 (Complete), 19 55

Per cent of time elapsed 212 %

Estimated cost of completed project, exclusive of engineering $ 35,258.00 XXXXXXXXX

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $ 2,921.20

Engineering cost to date $ 1,507.82, 51.6 %

Date project was completed May 23, 19 55

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Last of the material required to complete the job was placed on the road Wednesday and Thursday.

Blade, roller and water truck worked all week processing and maintaining sections previously processed.

Water truck re-wet portions most recently processed on Saturday and again Monday morning (May 23).

Job is complete.

NOTED
FORREST COOPER

Signed J. C. Hiatt

Address La Grande, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 77000

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		12.67			
Miles partially completed					
Miles completed		12.67			
Total estimated quantities		16,713	1,646		
Estimated quantities moved or placed to date		16,713	1,646		
Average daily quantities		600			
Average daily quantities necessary to complete project on time					
Number shifts per day		1			
Hours per shift		8			
Average force on project for week		6			

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1-D6 loader, Power graders 1, Rollers 1, Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers 1 water truck, . 5 dump trucks . . . .

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Light rains		
Monday	" "		
Tuesday	Fair - warm		
Wednesday	" "		
Thursday	" "		
Friday	" "		
Saturday	" "		

RECEIVED
MAY 17 1955
FOR FILING

131 1431
[illegible]

May 16, 1955

Request for extension of time
No. 8
May 25 and 26 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Vernie Jarl for an extension of time on the Hilgard Junction-Meadowbrook Section, Contract No. 4227, from February 28, 1955 to June 15, 1955.

On January 28, 1955, you granted an extension to February 28 without penalty, but with the provision that the engineering penalty was to be assessed after that date.

I recommend that this extension be granted, with the penalty to be assessed to the actual completion date.

Very truly yours,

R. H. Baldock
State Highway Engineer

encl.
cc Mr. H. G. Smith

EAP

hi

RECEIVED
JAN 31 1955
FOR FILING

121-1[illegible]31
4227

January 28, 1955

Mr. Vernie Jarl
Box 507
Gresham, Oregon

Dear Sir:

The State Highway Commission at its meeting held on January 18, 1955 had under discussion your request for an extension of time from November 30, 1954 to February 28, 1955 within which to complete your contract No. 4227, for rock surfacing on the Hilgard Junction-Meadow Brook Section of the Ukiah-Hilgard Highway in Union County.

We are pleased to inform you that the State Highway Commission granted your request to February 28, 1955 without penalty, however, in the event that the work is not completed by February 28 the engineering costs subsequent thereto until completion of the project are to be assessed as penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: A. F. Parson,
Division Engineer

John C. Miatt,
Resident Engineer

H. G. Smith,
Construction Engineer

RECEIVED
DEC 15 1954
FOR FILING

131-131
[illegible]

December 14, 1954

Request for extension of time
No. 3
January 18 and 19 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Vernie Jarl for an extension of time on the Hilgard Junction-Meadow Creek Section of the Starkey Highway, Contract No. 4227, from November 30, 1954 to February 28, 1955.

The project was awarded June 29, 1954, but the contractor did not start work on the project until November 15. He had been delayed on a Bureau of Public Roads job at Enterprise wherein unforeseen difficulties delayed his completion.

Since starting on the project the contractor has been working diligently and expects to complete the project during the month of February. Engineering costs will not be increased to any extent, as, of course, no costs were incurred pending his start. There will be some two or three months' delay to the traveling public in the use of the new surface. This occurs, however, during the winter months when the main nuisance - dust - is not a factor.

I recommend that the contractor be granted an extension of time to February 28, 1955, without penalty, but that in the event that the work is not completed by February 28 he be assessed the engineering costs subsequent thereto until completion of the project.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.
cc Mr. H. G. Smith

WCW:me hi

RECEIVED
AUG 6 - 1954
FOR FILING

121-1031

[illegible]

August 5, 1954

Mr. Vernie Jarl
Box 507
Gresham, Oregon

Dear Sir:

We enclose herewith a fully executed copy of contract No. 4227, which was awarded to you on June 29 by the State Highway Commission, for rock surfacing on the Hilgard Junction-Meadow Brook Section of the Ukiah-Hilgard Highway in Union County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
FOR FILING

[illegible]

[illegible]

AGENDA
AUG 9 1954

[illegible]

June 29, 1954

Mr. Vernie Jarl
P. O. Box 254
Gresham, Oregon

Dear Mr. Jarl:

The State Highway Commission on June 28, 1954 accepted your proposal for the Hilgard Junction-Meadowbrook Surfacing Project in Union County for the sum of $36,440.00 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization subject, however, to the further condition that you will use either gravel deposit or talus slide for surfacing material since the quarry east of M. P. 6.97 is not available. This project has been assigned Contract No. 4227.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc
cc: R. G. Savage (SIAC)
H. G. Smith
S. H. Probert
Goldie Lewis

E. R.

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a full rate telegram
FULL RATE TELEGRAM ☐
DAY LETTER ☐
NIGHT LETTER ☐

$
S
E

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206 10-51

INTERNATIONAL SERVICE
Check the class of service desired; otherwise the message will be sent at the full rate
FULL RATE ☐
LETTER TELEGRAM ☐
SHIP RADIOGRAM ☐

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

2:20 p. m.
June 29, 1954

Vernie Jarl
General Contractor
Gresham, Oregon

Contract for Hilgard Junction Meadowbrook Surfacing Project on Starkey Highway, Union County, for which you submitted low bid on June 23, 1954 awarded you today subject to condition that you will use either gravel deposit or talus slide for surfacing material since quarry east of M. P. 6.97 is not available. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Accounting (5003-900) ✓
Files
C. W. Head

---

to the paragraphs on page
mencement of Work".

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr

cc S. H. Probert
H. C. Smith
E. G. Savage, SIAC

Enclosure

RECEIVED
JUN [illegible]
FOR FILING

11-1-1
4[illegible]1

June [illegible]5, 1954

Vernie Jarl
Box 5[illegible]7
Gresham, Oregon

Dear Mr. Jarl:

The State Highway Commission on June 23, 1954 accepted your bid in the amount of $36,440.00 for surfacing the Hilgard Junction-Meadowbrook Section of the Starkey Secondary Highway in Union County and also furnishing crushed materials in stockpile, which was the low bid received for that job. The Commission referred the bid to the Engineer with authority to award the contract to you as soon as certain conditions have been satisfied.

I enclose for your immediate information a copy of the proposal form pertaining to this job for use by you pending receipt of the contract and bond forms. Your attention is particularly called to the paragraphs on page 5 under the heading "Restriction on Commencement of Work".

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr

cc S. H. Probert
H. C. Smith
R. G. Savage, SIAC

Enclosure

S-141(2) Powell Butte Jct.-Deschutes 1954
Co. Line Sec., Powell Butte
#4228 Co. Rd.

~~Form~~ A-150 1000 2-54

NOTED
V. R. JONES

RECEIVED
MAR 30 1955

INVOICE

Oregon State Highway Department

Salem, Oregon

Crook County
Prineville, Oregon

Attn: County Court

Contract 4228
— 141 (2)

Invoice No. 38475
Date March 28, 1955
Your Req. No.
Billing Request No. CC-144
Credit distribution: 507-1021-297

Final billing county share of total costs for Powell Butte Junction-Deschutes County Line oiling project covered by agreement dated June, 1954.

Original advance deposit	5,500.00		
Balance of CC-117 applied to this project	873.66		
Total advance deposit		6,373.66	
Less: Amount previously transferred		3,000.00	
Balance advance deposit			3,373.66
County share of project as per attached list		6,301.50	
Less: Amount previously transferred		3,000.00	
Balance due			3,301.50
To be refunded			$ 72.16

ACKNOW[illegible] BILLING REQUEST
Con[illegible] $ ____________
By ____________

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:mn
Att.
cc: Mr. J. C. Minson, Commissioner

NOTED
[illegible]

March 28, 1955

Crook County Court
Court House
Prineville, Oregon

NOTED
J. W. CATTRALL

NOTED
J. F. HAGEMANN

NOTED
V. R. JONES

Gentlemen:

Final costs on the Powell Butte Junction-Deschutes County Line oiling project on FAS 554 are now available and it has been determined that the agreed county share of these costs is $6,301.50 as shown in the attached cost statement. As the county initially deposited $6,373.66 ($5,500 cash and $873.66 refund due on grade and surface project), a refund of $72.16 will be made within the next two weeks. This refund will be by means of a check from our accounting division.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:mm
Att.
cc: Mr. J. C. Minson, Commissioner

OREGON STATE HIGHWAY DEPARTMENT
STATEMENT OF FINAL COSTS
POWELL BUTTE JUNCTION-DESCHUTES COUNTY LINE, Oiling, FAS 554
CONTRACT NO. 4228
CROOK COUNTY
3/25/55

PAYMENTS TO CONTRACTOR

Item	Unit	Unit Price	Total Quantity	Total Costs
1. Gravel in level course & shoulders	c.y.	$ 1.00	5,352	$ 5,352.00
2. Cinders " " " " "	c.y.	1.40	1,794	2,511.60
3. Sprinkling	M/gal.	3.00	662.23	1,986.69
4. Pit-run gravel in binder course	c.y.	2.00	588	1,176.00
5. RC-3 asphalt in " "	ton	43.00	89.52	3,849.36
6. Hauling & placing aggregates	c.y.	1.50	2,224	3,336.00
7. Furnish & place 150-200 asphalt	ton	40.00	154.45	6,178.00
8. " " " RS-1 asphalt	ton	43.00	55.42	2,383.06
PA# 1. Loading & hauling cinder aggregate	c.y.	1.50	152	228.00
E.W.O. #1. Grade road connection and revise drainage	all	--	--	393.15

Subtotal.....	$27,393.86
Construction Engineering.....	$ 1,307.64
Total Construction Costs.....	$28,701.50
Federal Funds Collected for Project.....	$16,800.00

AGREED COUNTY SHARE OF TOTAL COSTS

100% of all costs over $28,000 $28,701.50 - $28,000 =	$ 701.50
50% of difference between $28,000 and federal funds ($28,000 - $16,800) X 1/2 =	5,600.00
Total County Share.....	$6,301.50

County Advance Deposit: $6,373.66
($5,500 cash and $873.66 refund due on Powell Butte Junction-Deschutes County Line grading and surfacing project.)

County Advance Deposit..................	$6,373.66
Less County Share Total Cost...........	6,301.50
REFUND DUE CROOK COUNTY............	$ 72.16

JFH:mm

5-141(2)

ecember 31st, 1954

FINAL COST ANALYSIS

Powell Butte County Road
Contract #4228

Powell Butte Jct.-Deschutes County Line
Prefix 507-1021

Babler Bros., Inc., Contractor
Alfred W. Bates, Resident Engineer

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Gravel In Leveling Course and Shoulders	5,352	Cu. Yd.	$1.00	$0.999	$ 5,351.15	$ 5,352.00
Cinders in Leveling Course and Shoulders	1,794	" "	1.40	1.09	1,963.72	2,511.60
Sprinkling	662.23	M/Gal.	3.00	2.17	1,435.12	1,986.69
Pit Run Gravel in Binder Course	588	Cu. Yd.	2.00	1.92	1,130.86	1,176.00
RC-3 Asphalt in Binder Course	89.52	Ton	43.00	40.24	3,602.33	3,849.36
Hauling & Placing Aggregates	2,224	Cu. Yd.	1.50	1.29	2,877.60	3,336.00
Furnish & Place 150-200 Asphalt	154.45	Ton	40.00	38.58	5,958.28	6,178.00
Furnish & Place RS-1 Asphalt	55.42	"	43.00	42.53	2,357.19	2,383.06
PA #1, Load & Haul Cinder Aggregate	152	Cu. Yd.	1.50	1.55	235.52	228.00
Force Account					387.65	393.15
					$25,246.80	$27,393.86

Gross Revenue	$27,393.86
Total Cost	25,246.80
Net Profit	$ 2,147.06

Net Profit Equals 7.8% of Gross Revenue

NOTED
State Highway Engineer

5-141(2) K. H. Baldock December 31st, 1954

FINAL COST ANALYSIS

Powell Butte County Road
Contract #4228

Powell Butte Jct.-Deschutes County Line
Prefix 507-1021

Babler Bros., Inc., Contractor
Alfred W. Bates, Resident Engineer

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Gravel In Leveling Course and Shoulders	5,352	Cu. Yd.	$1.00	$0.999	$ 5,351.15	$ 5,352.00
Cinders in Leveling Course and Shoulders	1,794	" "	1.40	1.09	1,963.72	2,511.60
Sprinkling	662.23	M/Gal.	3.00	2.17	1,435.12	1,986.69
Pit Run Gravel in Binder Course	588	Cu. Yd.	2.00	1.92	1,130.86	1,176.00
RC-3 Asphalt in Binder Course	89.52	Ton	43.00	40.24	3,602.33	3,849.36
Hauling & Placing Aggregates	2,224	Cu. Yd.	1.50	1.29	2,877.60	3,336.00
Furnish & Place 150-200 Asphalt	154.45	Ton	40.00	38.58	5,958.28	6,178.00
Furnish & Place RS-1 Asphalt	55.42	"	43.00	42.53	2,357.19	2,383.06
PA #1, Load & Haul Cinder Aggregate	152	Cu. Yd.	1.50	1.55	235.52	228.00
Force Account					387.65	393.15
					$25,246.80	$27,393.86

Gross Revenue	$27,393.86
Total Cost	25,246.80
Net Profit	$ 2,147.06

Net Profit Equals 7.8% of Gross Revenue

NOTED
State Highway Engineer

Detail of Cost

Labor:						
Labor & Supervision					$ 6,267.59	
Labor Insurance					340.32	
Health & Welfare					184.24	
						$ 6,792.15
Materials:						
RC-3 Asphalt	89.52	Tons	at	$23.75	$ 2,126.10	
Freight on RC-3	89.52	"	"	7.70	689.17	
150-200 Asphalt	154.45	"	"	20.50	3,166.23	
Freight on 150-200	154.45	"	"	7.45	1,151.09	
RS-1 Asphalt	55.42	"	"	23.20	1,285.74	
Freight on RS-1 Asphalt	55.42	"	"	7.55	418.59	
						8,836.92
Equipment Rentals & Misc. Supplies:						
Equipment Rentals (Owned)					$ 3,646.00	
Hired Trucks (Without Operators)					2,791.00	
Gas, Oil & Grease					2,092.30	
P.L. & P.D. Insurance					70.20	
Small Tools & Misc. Supplies					189.80	
Freight & Cartage					117.50	
Bond					192.43	
Home Office & General Overhead					518.50	
						9,617.73
Total Cost						$25,246.80

Remarks:

This was a "Federal Aid Secondary Project" calling for the construction of 4.23 miles of leveling course and shoulders and the construction of 4.23 miles of Type 0-9 modified oil mat wearing surface. The contract was bid June 23rd, 1954, and the project was completed August 31st, 1954.

Equipment used by the contractor included one 1,250-gal. distributor, two rollers, two blades, one D-4 cat overshot loader, six 6 cu. yd. hired trucks and six 6 cu. yd. company-owned trucks.

Gravel used in leveling course and shoulders was loaded and hauled from gravel pit located 5 miles south of the south end of the project and approximately 0.5 mile east and south of the Alfalfa School. All aggregates were hauled from state-owned stockpile, and all asphalt used was hauled from Portland in insulated transports. Some time was lost due to rain during oiling operation.

Good supervision and equipment with fair bid prices allowed the contractor a fair profit on this project.

Oscar Cutler
Chief Cost Analyst

By . . K. T. Wechter

Form PR 2 (Revised 1950)

State Oregon

Federal Aid Secondary

Project No. S-141(2)

U. S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 8th day of October, 1954, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 10th day of May, 1954, a program, which was approved on the 1st day of June, 1954, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were approved ~~recommended for approval~~ by the District Engineer of the Bureau of Public Roads on the 8th day of June, 1954; and

Whereas the District ~~Division~~ Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of sixteen thousand, eight hundred and 00/100 dollars ($16,800.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources Cash deposited by Crook County with the Highway Department.

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 300+12 at the northeast corner Section 20, T. 16 S., R. 14 E., W.M., and survey station 524+55.9 at the south boundary of Section 34, T. 16 S., R. 14 E., W.M., the Deschutes County Line, without exception,

__________, length 4.226 miles, in Crook County, being Oregon Federal Aid / Secondary project No. S-141(2), consisting of 4.226 miles of roadway and no bridges, [illegible] of more than 20 feet clear span, __________ [illegible]

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of

sixteen thousand, eight hundred and 00/100

dollars ($16,800.00), which does not exceed the authorized Federal pro rata share of

twenty-eight thousand, two hundred twenty and 50/100

dollars ($28,220.50), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Bureau of Public Roads shall from time to time submit vouchers to the Secretary of the Treasury for the payment to

the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon

(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:

(Include reference to statute authorizing

Chapter 529, Laws 1939.

funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest

H B Glaisyer
SECRETARY

RECOMMENDED FOR APPROVAL

STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Ben R. Chandler
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By
Acting Division Engineer,
Bureau of Public Roads.

RECEIVED OCT 7 1954 DIVISION 8

OCT 13 1954

OCT 5 1954

Oregon State Highway Department

Federal Aid Secondary
Project No. S-141 (2)

POWELL BUTTE JUNCTION-DESCHUTES COUNTY LINE SECTION OF THE POWELL BUTTE ROAD IN CROOK COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 4, 1954

Type Code 5221
Roadway (Sta. 300+12 to Sta. 524+55.9)(Contract No. 4228)

6,300	cu. yds.	Gravel in Leveling Course and Shoulders	$ 1.00	$ 6,300.00
2,000	cu. yds.	Cinders in Leveling Course and Shoulders	1.40	2,800.00
200	M-gal.	Sprinkling	3.00	600.00
540	cu. yds.	Pit-run Gravel in Binder Course	2.00	1,080.00
90	tons	RC-3 Asphalt in Binder Course	43.00	3,870.00
2,150	cu. yds.	Hauling and Placing Aggregates	1.50	3,225.00
130	tons	Furnishing and Placing 150-200 Asphalt	40.00	5,200.00
60	tons	Furnishing and Placing RS-1 Asphalt	43.00	2,580.00
		Subtotal		$25,655.00
		10% Engr. & Cont.		2,565.50
		Total		$28,220.50

Length of Roadway	4.226 miles
Cost of Roadway per Mile	$6,677.82

Federal Funds	$16,800.00
State Funds	5,600.00
County Funds	5,820.50
	$28,220.50

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
Funds for Maintenance: Chap. 529, laws 1939

Note: Cash has been deposited by Crook County with the Highway Department.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-141 (2)

POWELL BUTTE JUNCTION-DESCHUTES COUNTY LINE SECTION OF THE POWELL BUTTE ROAD IN CROOK COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, May 20, 1954

Type Code 5221
Roadway (Sta. 300+12 to Sta. 524+55.9)

6,300	cu. yds.	Gravel in Leveling Course and Shoulders	$ 1.10	$ 6,930.00
2,000	cu. yds.	Cinders in Leveling Course and Shoulders	2.00	4,000.00
200	M-gal.	Sprinkling	3.00	600.00
540	cu. yds.	Pit-run Gravel in Binder Course	2.00	1,080.00
90	tons	RC-3 Asphalt in Binder Course	45.00	4,050.00
2,150	cu. yds.	Hauling and Placing Aggregates	2.50	5,375.00
130	tons	Furnishing and Placing 150-200 Asphalt	42.00	5,460.00
60	tons	Furnishing and Placing RS-1 Asphalt	45.00	2,700.00
			Subtotal	$30,195.00
			10% Engr. & Cont.	3,019.50
			Total	$33,214.50

Length of Roadway	4.226 miles
Cost of Roadway per Mile	$7,859.55

Federal Funds	$16,800.00
State Funds	5,600.00
County Funds	10,841.50
	$33,214.50

-1111 (2)

OREGON STATE HIGHWAY DEPARTMENT
(date)
Sep. 15, 1954

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
228	3-final	BABLER BROS. INC.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
18730	R-103879	$ 821.82	9/14/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: Aug. 31, 1954

Time Extensions: None

Completion Date: Aug. 9, 1954

Date Accepted: Sep. 23, 1954

Penalties: None of record

Claims: None of record

Remarks:

Date: 9-29-54

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: aaw

NOTED ON CARD
9-30-54

RECEIVED
SEP 8 - 1954
FOR FILING

S-141 (-)
4228

8

September 8, 1954

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 4228 for surfacing on the Powell Butte Junction-Deschutes County Line Section of the Powell Butte Road in Crook County was completed by the contractor, Babler Bros., Inc., on August 9, 1954 but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $821.82 will be released to the contractor after acceptance by the Commission. The total contract amount is $27,393.86, of which amount $393.15 represents force account items.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD
9-8-54

RECEIVED
AUG 30 1954
FOR FILING

5-141
4228

August 27, 1954

General Casualty Company of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Babler Bros. Inc., on contract No. 4228, covering surfacing on the Powell Butte Junction-Deschutes County Line Section of the Powell Butte Road in Crook County.

This payment, in the amount of $1,723.46 will be released to contractor on or after September 7, 1954. The retained percentage is $821.82.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

dc

NOTED ON CARD

RECEIVED
AUG 11 1954
FOR FILING

S-141 (2)
4228

August 10, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on August 9, 1954 on Contract No. 4228, Powell Butte Junction-Deschutes County Line Section, in Crook County, in connection with Federal Aid Project No. S-141 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DBP:dw

cc: John Cattrall

Form E-1—[illegible]

5-141(2)
4228

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 7, 1954

Section Powell Butte Jc.-Deschutes Co. Line

Kind of work Oil Mat Surfacing

Highway Powell Butte Co. Road

Section prefix 507-1021

Contractor Babler Bros., Inc.

Contract number 4228

Date of contract July 1, 1954

Date of completion August 31, 1954

Date work started July 14, 1954

Estimated date of completion August 13, 1954

Amount of contract $28,861.88

Per cent of time elapsed 61 %

Estimated cost of completed project, exclusive of engineering $27,393.86

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering cost to date $ ~~[illegible]~~ 1138.50 55 %

Date project was completed ...., 19....

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The job is completed except for maintaining and some work on the shoulders.

NOTED
B. A. MARTIN

NOTED
FORREST COOPER

Signed Alfred M. Bates

Address Prineville, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		4.23		4.23	
Miles partially completed				4.23	
Miles completed		4.23			
Total estimated quantities		8,300			
Estimated quantities moved or placed to date		8,300			
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day				1	
Hours per shift				8	
Average force on project for week				4	

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ......1..., Rollers .....2...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., Loaders ......1......, Distributor 1........, Trucks . ....2.........

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

State Printing

RECEIVED
JUL [illegible] 1954
FOR FILING

S-141([illegible])

4228

July 28, 1954

Babler Bros., Inc.
4617 S. E. Milwaukie Ave.
Portland, Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 4228, which was awarded to you on July 1 by the State Highway Commission, for oil mat surfacing on the Powell Butte Junction-Deschutes County Line Section of the Powell Butte Road in Crook County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

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FOR FILING

S-141(2)

4228

July 19, 1954

Mr. C. C. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on July 14, 1954 on Contract No. 4228, Powell Butte Junction-Deschutes County Line Section, in Crook County, in connection with Federal Aid Project No. S-141 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DBP:gs

Form A-180 10M 3-54

INVOICE

Oregon State Highway Department

Salem, Oregon

NOTED
J. F. HAGEMANN

Invoice No. 34117

Date July 2, 1954

Your Req. No.

Billing Request No. CC 95

Credit distribution: 507-1021-297

Crook County
Prineville, Oregon

Attn: County Court

Advance Deposits	5,500.00
Partial transfer county's share of total costs of Powell Butte Junction-Deschutes County Line county FAS project in Crook County covered by agreement dated June 11, 1954. The total advance deposit is $6,400-$5,500 by additional cash deposit and $900 from estimated refund due Crook County on grading and surfacing project for same section of road constructed in 1953. Of the $5,5 0 cash deposit, $2,500 is to remain in advance deposit fund.	3,000.00
To be retained	$2,500.00

ACKNOWLEDGMENT OF BILLING REQUEST

[illegible] with Request $

Very truly yours,

R. H. Baldock
State Highway Engineer

By

NOTED
J. F. HAGEMANN

John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM

July 1, 1954

Crook County Court
Court House
Prineville, Oregon

NOTED
Harold C. Ayers

NOTED
V. R. JONES

Gentlemen:

This is to acknowledge receipt of a cash advance deposit of $5,500, plus a letter authorizing retention of $900 from the estimated refund due on the FAS project constructed in 1953, for a combined total advance deposit of $6,400 in connection with the Powell Butte Junction-Deschutes County Line project on FAS 554.

Contract No. 4228 was awarded to Babler Bros. on this date and a copy of the contract will be forwarded under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

NOTED
J. F. HAGEMANN

John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM

RECEIVED
FOR FILING
S-141(2)
4228

AGENDA
AUG 9 1954
30-4

July 1, 1954

Babler Bros., Inc.
4617 S. E. Milwaukie Avenue
Portland, Oregon

Gentlemen:

The State Highway Commission on June 23, 1954 accepted your proposal for leveling course and oiling the Powell Butte Junction-Deschutes County Line Section of the Powell Butte County Road in Crook County for the sum of $25,655.00 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 4228.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

jmc

cc: R. G. Savage (SIAC)
H. G. Smith
S. H. Probert
Goldie Lewis

Er.

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a full rate telegram
FULL RATE TELEGRAM
DAY LETTER
NIGHT LETTER

$
S
E

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206 10-51

INTERNATIONAL SERVICE
Check the class of service desired; otherwise the message will be sent at the full rate
FULL RATE
LETTER TELEGRAM
SHIP RADIOGRAM

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

10:25 a. m.
July 1, 1954

Babler Bros., Inc.
4617 S. E. Milwaukie Ave.
Portland, Oregon

Contract for leveling course and oiling Powell Butte Junction Deschutes County Line Section of the Powell Butte County Road, Crook County, for which you submitted low bid on June 23, 1954 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
Oregon State Highway Commission

cc: Accounting (5003-900)
Files ✓
C. W. Head

John F. Hagemann
John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM

cc: Mr. S. H. Probert

FORM E-30 [illegible] 8-51 [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

S-141(2)

4228

Salem, Oregon
June 30, 1954

SUBJECT:

To: Mr. W. C. Williams
OFFICE

NOTED
W. C. WILLIAMS

We have received this date Crook County's advance deposit of $6,400 in connection with the Powell Butte Junction-Deschutes County Line county FAS project on FAS 554.

This project is now clear for award of a contract.

John F. Hagemann
John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM

cc: Mr. S. H. Probert

RECEIVED
1954

J. C. MINSON
COMMISSIONER
POWELL BUTTE

ASA W. BATTLES
JUDGE
PRINEVILLE

WM. R. McCORMACK
COMMISSIONER
PRINEVILLE

CROOK COUNTY COURT
PRINEVILLE, OREGON

June 28, 1954

ATTENTION: Mr. Hagemann ✓

Oregon State Highway Commission,
Salem, Oregon.

Re: Powell Butte Junction - Deschutes
County Line Section of FAS 554.
Your letter: 6/25/54

We are very happy to enclose our warrant for $5,500.00 in connection with the above captioned matter and trust that you will find it in order.

In this connection, we are authorizing and directing that you retain the refund due us in connection with the grading and surfacing project, amounting to approximately $900.00, and apply it toward our advance deposit as to the oiling project.

We deeply appreciate the way you have handled this matter.

CROOK COUNTY COURT,

By Asa W. Battles
Judge

Crook Co warrant no. 9317
for $5,500.00 to Acctg Rec
advance fund 6-30-54
F Query

RECEIVED
JUN 29 1954
ENGINEER
[illegible]

RECEIVED
JUN 29 1954
OREGON
STATE HIGHWAY COMMISSION

Copy for: Mr. W. R. McCormack
Mr. J. C. Minson

NOTED
V. R. JONES

June 25, 1954

NOTED
Harold C. Ayers

Crook County Court
Court House
Prineville, Oregon

Gentlemen:

On June 23rd the Highway Commission received a satisfactory bid from Babler Bros. of Portland for oiling of the Powell Butte Junction-Deschutes County Line Section of FAS 554. As per the agreement between the State and County, the following advance deposit is required from the County prior to award of a contract.

Estimated Total Cost Based on Low Bid		
Bid Items		$25,655.00
12-1/2% Engineering & Contingencies		3,206.88
Estimated Total Cost		$28,861.88

Advance Deposit			
20% of $28,000 (Available FAS Funds)	=	$ 5,600.00	
100% of all over $28,000	+	861.88	
Total Advance Deposit		$ 6,462.00	- or say $6,400

It is presently estimated that Crook County will have a refund of approximately $900 from its deposit on the grading and surfacing project completed last year, and if you so desire you may apply this refund towards the deposit for this oiling project. The cash deposit would then be $5,500 ($6,400-$900). If you desire to handle the deposit in this manner, please forward a warrant or check in the amount of $5,500, payable to the Oregon State Highway Commission, to this office. This check or warrant must be accompanied by a letter authorizing and directing the Highway Commission to retain the refund due in connection with the Powell Butte Junction-Deschutes County Line grading and surfacing project, and apply same towards the County's advance deposit in connection with the Powell Butte Junction-Deschutes County Line oiling project. Your immediate attention to this matter will be appreciated.

Very truly yours,

R. H. Baldock
State Highway Engineer

NOTED
J. F. HAGEMANN

By: John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM
Copy for: Mr. W. R. McCormack
Mr. J. C. Minson

RECEIVED
JUN 25 1954
FOR FILING

S-141(2)

42 5

S 141(

June 25, 1954

Babler Bros., Inc.
4617 S. E. Milwaukie Avenue
Portland, Oregon

Gentlemen:

The State Highway Commission on June 23, 1954 accepted your bid in the amount of $25,655 for 4.23 miles of leveling course and oiling on Powell Butte Junction-Deschutes County Line Section of the Powell Butte County Road about 14 miles east and south of Redmond in Crook County, which was the low bid received for that job. The Commission referred the bid to the Engineer with authority to award the contract to you as soon as certain conditions have been satisfied.

I enclose for your immediate information a copy of the proposal form pertaining to this job for use by you pending receipt of the contract and bond forms. Your attention is particularly called to the paragraphs on page 5 under the heading "Restriction on Commencement of Work".

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mm

Enclosure-1

cc: S. H. Probert
H. G. Smith
R. G. Savage-SIAC

RECEIVED
JUN 1 6 1954
FOR FILING

Salem, Oregon
June 15, 1954

Mr. John W. Cattrall
City & County Relations Dept.
Office

Attached for further handling are four certified copies of a Maintenance Agreement and one conformed copy of a Finance Agreement with Crook County covering the Powell Butte Junction-Deschutes County line Section, S-141(2), FAS 554.

The original of each of the above agreements has been retained in this office for the Commission's files and a fully executed copy of each has been sent to the County Court of Crook County.

Very truly yours

Secretary

rn
Attach: 5

query to file

FORM E-30 25M 9-51 58318

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 7, 1954

SUBJECT: FAS 554, Crook County

To: Mr. W. C. Williams
OFFICE

L

REFERRED TO
Query
BY DEPUTY STATE HIGHWAY ENGINEER

Attached are three copies of a finance agreement covering the Powell Butte Junction-Deschutes County Line Section county FAS project in Crook County. Two copies of this agreement have been executed by the proper county officials and are now ready for presentation to the Highway Commission. Both copies of the agreement require your signature of approval.

Also attached are six copies of a maintenance agreement covering the above project. After signature by the Highway Commission, please return four either certified true or fully executed copies to this office for transmittal to the B.P.R.

The Powell Butte Junction-Deschutes County Line project was approved by the Highway Commission on April 1, 1954.

Bids are to be received for project on 6-23-54
7-Query

John W. Cattrall
Engineer, County and City Relations

By

Graham

John D. Graham
Office Engineer

JDG:MM
Att.

RECEIVED
JUN 8 1954
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30 25M 9-51 82318

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 7, 1954

SUBJECT: FAS 554, Crook County

To: Mr. W. C. Williams
OFFICE

REFERRED TO
Query
BY DEPUTY STATE HIGHWAY ENGINEER

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Bids are to be received for project on 6-23-54
T. Query

John W. Cattrall
Engineer, County and City Relations

By

John D. Graham
Office Engineer

JDG:MM
Att.

RECEIVED
JUN 8 1954
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 1 6 1954
FOR FILING

-141(2)
[illegible]

S 141(2)

P

June 15, 1954

County Court of Crook County
Court House
Prineville, Oregon

Gentlemen:

We are enclosing herewith for the records and files of Crook County a fully executed copy each of a Maintenance Agreement and Finance Agreement between the State Highway Commission and Crook County covering the Powell Butte Junction-Deschutes County Line Section, S-141(2), FAS 554.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 2

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RECEIVED
JUN 16 1954
FOR FILING

S-141(2)

[illegible]

S 141(2)

June 15, 1954

County Court of Crook County
Court House
Prineville, Oregon

Gentlemen:

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Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 2

RECEIVED
FOR FILING
File
OREGON DISTRICT
S-141(2)
4558

S 141(2)

P

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

June 8, 1954

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved P. S. and E. documents for Oregon Project S-141(2), Powell Butte Junction-Crook County Line Section of the Powell Butte Road.

This is to authorize your advertising for bids.

Very truly yours,

CGPolk
C. G. POLK
District Engineer

RECEIVED
JUN 15 1954
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING
OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

May 24, 1954 NOTED
W. C. WILLIAMS

Copy to
Mr. [illegible]

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

In response to your recent request, approval is given to the use of approximately 2150 cubic yards of county furnished cinder aggregates for use in the type O-11 oil mat proposed for Oregon Project S-14J(2), Powell Butte Highway to Deschutes County Line.

Approval is given with the understanding that the material is found by test to be suitable for the intended purpose and further that the material will be furnished without cost to the contractor and without Federal-aid.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

RECEIVED
MAY 25 1954
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 25 1954
FOR FILING

S-141(2)

4005

S-141(2)

May 19, 1954

Mr. C. C. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Reference is made to the Powell Butte Jct.-Deschutes County Line Project, S-141 (2), on the Powell Butte County Road in Crook County, for which project bids are scheduled to be received on June 23.

The work involved is oiling work requiring 2,150 cubic yards of crushed cinder aggregates. To effect a saving in the cost of producing this small quantity of crushed materials, the County has had the crushing done under another contract and has offered to contribute the materials without charge. The materials offered meet the usual requirements for cinder oiling aggregates and are acceptable in all respects.

May we have authority from you to advise bidders of the availability of these materials and to permit use of them in the work free of cost?

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

SHP:gs

FORM E-30 25M 9-51 82318

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 23, 1954

NOTED
V. R. JONES

SUBJECT:

NOTED
Harold C. Ayers

To:

Mr. John F. Hagemann
Ass't. County & City Relations Engineer
Office

Dear Sir:

Reference is made to your letter of April 22nd, regarding the Crook County Project, FAS 554, Powell Butte Junction-Deschutes County Line Section. I have discussed with the Bend Office the matter of using cinders for the leveling course between Stations 362 and 412, and pit-run gravel for the balance of the project.

They advise that the area where the cinders are to be used traverses a heavy irrigation system area and is subject to high capillary action. Crook County had requested that cinders be used on this section to attempt to minimize the possible ill-effects of the water on gravel surfacing.

Very truly yours,

H. G. Smith
Construction Engineer

By Edwin A Pease

Edwin A. Pease
Construction Office Engineer

EAP:of

NOTED
J. F. HAGEMANN

RECEIVED
APR 26 1954
ENGINEER
COU[illegible] RELATIONS

NOTED
V R JONES

Salem, Oregon
April 22, 1954

Crook County, FAS 554,
Powell Butte Junction-Deschutes
County Line Project

Mr. H. G. Smith
Construction Engineer

Attention: Mr. E. A. Pease

NOTED
Harold C. Ayers

The field data for the Powell Butte Junction-Deschutes County Line project for a leveling course and Double C-9 oil mat has been examined by this office and found to be consistent with the project as proposed by the county and approved by the Highway Commission.

It is noted that 3/4-0 cinders are being used for the leveling course between stations 302 and 412 and pit run material for the balance. Apparently Division has some reason for using these cinders; however, we would appreciate being advised of the reason in the event the county should ask.

John F. Hagemann
Asst. Engr. County and City Relations

JFH:MM

cc: Mr. Virgil O'Neil

NOTED
V. R. JONES

Salem, Oregon
April 6, 1954

NOTED
Harold C. Ayres

Mr. W. E. Chandler, Division Engineer
Oregon State Highway Department
Bend, Oregon

NOTED
J. F. [illegible]

Enclosed are three copies of an "Additional Proposed County FAS Project" approved by the Highway Commission on April 1st. As this is the same section which was graded and surfaced last year, no maps are attached. The Soils Division has advised that the total thickness of the additional base or leveling course plus the oil mat should be 3" minimum.

John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM
Encl.

cc: H. G. Smith
S. H. Probert
V. G. O'Neil
Ray Webber

Crook Co.
554

April 6, 1954

Crook County Court
Court House
Prineville, Oregon

Gentlemen:

Attached is a description of the Crook County FAS project to be constructed in 1954 as approved by the Highway Commission on April 1st. The project as described is believed to conform with the proposals of Crook County.

If You wish any further information on this matter, please advise.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM
Att.

cc: Wayne W. Lithgow, Roadmaster

3/4/54

ADDITIONAL PROPOSED COUNTY FAS PROJECT
Supplemental to 1954 & 1955 County FAS Program

County	FAS Hwy. No.	Section and Description	Programmed Amount
Crook	554	Powell Butte **Junction-Deschutes** County Line, 4.23 miles. Surface and oil	$ 28,000
		Total	$ 28,000

- -

PROPOSED PROJECT
CROOK COUNTY
AVAILABLE FUNDS - $28,000

FAS 554 - Powell Butte Junction-Deschutes County Line, 4.23 miles. This section extends from the Powell Butte State Highway southerly to the Deschutes County Line. It was graded and surfaced with pit run material during 1953-54 as a FAS project.

The proposed project is to place 1 1/2" or 2" of additional base or levelling course and a double 0-9 oil mat 20' in width on the existing pit run base. Possibly additional pit run gravel from the same source as the original base material would be all that is required as it is a mixture of pea gravel and sand.

If required the County will furnish 3/4"-0" cinders for a levelling course. The County will furnish the oil aggregate placing same in a stockpile at the north end of the project. This aggregate will be furnished free of charge by Crook County if necessary to bring the project costs within available funds; however, if available funds exceed project costs, the County would like to make this aggregate available to the contractor at a very nominal price per yard, possibly enough to cover the County's cost for hauling to the stockpile site.

A double 0-9 has been specified as 3/4"-1/2" cinders is the largest size the County can make available. No commercial sources are in the area and the total quantity is too small for a crusher set-up

FORM 8-123 90M REVISED 2-53

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

1859

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

NOTED
V. R. JONES

NOTED
J. W. CATTRALL

NOTED
Harold C. Ayers

NOTED
Harold C. Ayers

RECEIVED
MAR 11 1954
ENGINEER
COUNTY & CITY RELATIONS

March 10, 1954

Oregon State Highway Commission

Gentlemen:

Crook County has a secondary county road allocation of $79,000 for the years 1954 and 1955. The projects for which the money was allocated have been placed under contract, and due to a very material underrun in the contract bid amounts the County has an unallocated balance of $28,000.

The County has requested that this $28,000 be utilized in the placement of a double 0-9 type oil mat wearing surface on Federal-aid Secondary Highway No. 554.

This matter will be on the next agenda, and I recommend your approval of the County's request for the allocation of the $28,000 balance of current federal-aid secondary funds to Federal-aid Secondary Highway No. 554.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. S. H. Probert
Mr. J. W. Cattrall
Mr. C. H. Maison

NOTED
J. [illegible] HAGEMANN

NOTED
V. R. JONES

Salem, Oregon
March 4, 1954

NOTED
J. W. CATTRALL

NOTED
Harold C. Ayers

W. C. Williams
OFFICE

NOTED
J. F. HAGEMANN

The total County FAS allocation to Crook County for the fiscal years 1954 and 1955 is $79,000. A project for grading and surfacing with pit run gravel of the Powell Butte Junction-Deschutes County Line Section of FAS 554 in Crook County was approved by the Highway Commission on January 21, 1953, and subsequently placed under contract. The estimated cost for the project as approved would have used the entire $79,000 allocation; however, an exceptionally low bid was received and the project has been completed at a cost of $51,000. This leaves Crook County with an unallocated balance of $28,000.

The County Court has requested that this $28,000 be utilized to place an oil mat wearing surface on the Powell Butte Junction-Deschutes County Line Section. The project as proposed is shown on the tabulation with attached map, seven copies of which are enclosed. Please note that a double 0-9 rather than an 0-11 type oil mat has been specified to fit available aggregate sizes.

No change in the total unprogrammed balance of County FAS funds will result as this $28,000 was not carried as unprogrammed up until this time.

John W. Cattrall
Engineer, County and City Relations

By

John F. Hagemann
Asst. Engineer, County & City Relations

JFH:sh
Encls.

FA 554

S-139(2) Twin Bridges-Muddy Cr. Sec., 1954
Beaver Cr.-Greenberry Co. Rd.
#4229

Form A-180 16M 2-54

INVOICE

Oregon State Highway Department

Salem, Oregon

Invoice No. 38255

Date March 10, 1955

Your Req. No.

Billing Request No. cc-136

Credit distribution: 502-1033-297

Benton County
Corvallis, Oregon

Attn: County Court

S-139(2)

[illegible]

Final billing county share of total costs of Muddy Creek-Twin Bridges county [illegible] oiling project in Benton County. Covered by agreement dated June, 1954

Original advance deposit	2,000.00	
Less: Amount previously transferred	1,500.00	
Balance advance deposit		$500.00
Cost of Project as per attached statement	1,707.94	
Less: Amount previously transferred	1,500.00	
Balance due		207.94
To be refunded		$292.06

ACKNOWLE[illegible]

Cash Received with Request [illegible]

By ______________________

State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:mm

NOTED

March 10, 1955

NOTED
J. W. CATTRALL

Benton County Court
Court House
Corvallis, Oregon

NOTED
J. F. HAGEMANN

Gentlemen:

Final costs on the Muddy Creek-Twin Bridges oiling project on FAS 206 are now available and it has been determined that the agreed county share of these costs is $1,707.94 as shown in the attached cost statement. As the county initially deposited $2,000 a refund of $292.06 will be made within the next seven to ten days. This refund will be by means of a check from our accounting division.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:mm

OREGON STATE HIGHWAY DEPARTMENT
ITEMIZED STATEMENT OF FINAL COSTS
MUDDY CREEK-TWIN BRIDGES, OILING - FAS 206
CONTRACT NO. 4229
BENTON COUNTY
3/9/55

PAYMENTS TO CONTRACTOR

	Item	Unit	Unit Price	Total Quantity	Total Cost
1.	3/4"-0" material in leveling course and shoulders	c.y.	$ 3.25	374	$1,215.50
2.	Sprinkling	M/gal.	4.00	42	168.00
3.	3/4"-0" material in binder course	c.y.	4.00	112	448.00
4.	Furnish & place aggregates	c.y.	4.35	610	2,653.50
5.	Furnish & place RC-3 asphalt	ton	45.00	22.74	1,023.30
6.	" " " 150-200 asphalt	ton	42.00	46.11	1,936.62
7.	" " " RS-2 asphalt	ton	45.00	15.9	715.50
				Subtotal.....	$8,160.42

Construction Engineering 725.46

Total Construction Costs..... $8,885.88

Federal Funds Collected for Project..... $5,470.00

AGREED COUNTY SHARE OF TOTAL COSTS

50% of difference between total costs and federal funds:
($8,885.88 - $5,470.00) X 1/2 = $1,707.94

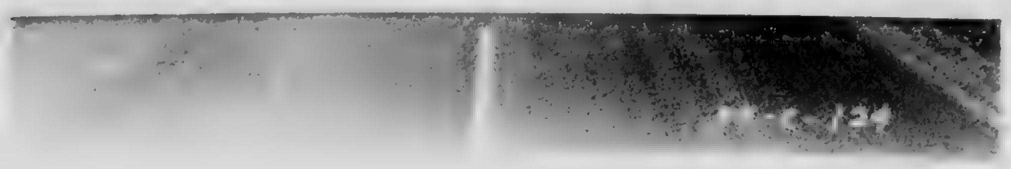
County Advance Deposit	$2,000.00
Less County Share Total Cost	1,707.94
REFUND DUE BENTON COUNTY....	$ 292.06

FAS 206 County Benton Contract No. ______

Section [illegible]

Location [illegible]

11-4-59



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Form PR 2 (Revised 1950)

State Oregon

Federal Aid Secondary

Project No. S-139(2)

U. S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 8th day of October, 1954, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 2nd day of April, 1954, a program, which was approved on the 21st day of April, 1954, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were approved by the District Engineer of the Bureau of Public Roads on the 8th day of June, 1954; and

Whereas the District Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of six thousand, two hundred and 00/100 dollars ($6,200.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

RT

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State **Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939.** (Include date and citation of act of legislature by which authorized)

(*b*) From other sources **Cash deposited by Benton County with the Highway Department.**

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between **survey station 236+08 in the NE 1/4, Section 7, T. 13 S., R. 5 W., W.M., and survey station 292+54 in the NE 1/4, Section 8, T. 13 S., R. 5 W., W.M., except Stations 285+37 to 287+23,** length **1.034** miles, in **Benton** County, being **Oregon Federal Aid / Secondary** project No. **S-139(2)**, consisting of **1.034** miles of roadway and **no** bridges, ~~each~~ of more than 20 feet clear span, ~~[illegible]~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of **six thousand, two hundred and 00/100** dollars ($6,200.00), which does not exceed the authorized Federal pro rata share of **ten thousand, sixty-nine and 95/100** dollars ($10,069.95), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Bureau of Public Roads shall from time to time submit vouchers to the Secretary of the Treasury for the payment to **the State Treasurer** (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of **Oregon** (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest

SECRETARY

RECOMMENDED FOR AP

STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By

Acting Division Engineer,
Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—11379-5

A4.62

RECEIVED
OCT 13 1954

RECEIVED
OCT 7 1954
DIVISION 8

5 1954

Oregon State Highway Department

Federal Aid Secondary
Project No. S-139 (2)

TWIN BRIDGES-MUDDY CREEK SECTION
OF THE BEAVER CREEK-GREENBERRY ROADS IN BENTON COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 3, 1954

Type Code 5231
Roadway (Sta. 236+08 to Sta. 292+54)(Contract No. 4229)

750	cu. yds.	3/4" - 0 Material in Leveling Course and Shoulders	$ 3.25	$ 2,437.50
20	M-gal.	Sprinkling	4.00	80.00
130	cu. yds.	3/4" - 0 Material in Binder Course	4.00	520.00
620	cu. yds.	Furnishing and Placing Aggregates	4.35	2,697.00
20	tons	Furnishing and Placing RC-3 Asphalt	45.00	900.00
45	tons	Furnishing and Placing 150-200 Asphalt	42.00	1,890.00
14	tons	Furnishing and Placing RS-2 Asphalt	45.00	630.00
			Subtotal	$ 9,154.50
			10% Engr. & Cont.	915.45
			Total	$10,069.95

Length of Roadway	1.034 miles
Length of Structure	0.035 mile
Total Length	1.069 miles
Cost of Roadway per Mile	$9,738.82

Federal Funds	$ 6,200.00
State Funds	1,934.97
County Funds	1,934.98
	$10,069.95

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.

Funds for Maintenance: Chap. 529, laws 1939.

Note: Cash has been deposited by Benton County with the Highway Department.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-139 (2)

TWIN BRIDGES-MUDDY CREEK SECTION

OF THE BEAVER CREEK-GREENBERRY ROAD IN BENTON COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, June 1, 1954

Type Code 5231
Roadway (Sta. 236+08 to Sta. 292+54)

750	cu. yds.	3/4" - 0 Material in Leveling Course and Shoulders	$ 3.00	$ 2,250.00
20	M-gal.	Sprinkling	3.00	60.00
130	cu. yds.	3/4" - 0 Material in Binder Course	4.50	585.00
620	cu. yds.	Furnishing and Placing Aggregates	4.50	2,790.00
20	tons	Furnishing and Placing RC-3 Asphalt	50.00	1,000.00
45	tons	Furnishing and Placing 150-200 Asphalt	47.00	2,115.00
14	tons	Furnishing and Placing RS-2 Asphalt	50.00	700.00
			Subtotal	$ 9,500.00
			10% Engr. & Cont.	950.00
			Total	$10,450.00

Length of Roadway	1.034 miles
Length of Structures	0.035 mile
Total Length	1.069 miles
Cost of Roadway per Mile	$10,106.38

Federal Funds	$ 6,300.00
State Funds	2,075.00
County Funds	2,075.00
	$10,450.00

2

Oregon State Highway Department

Federal Aid Secondary
Project No. S-139 (2)

TWIN BRIDGES-MUDDY CREEK SECTION

OF THE BEAVER CREEK-GREENBERRY ROAD IN BENTON COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, May 20, 1954

Type Code 5231
Roadway (Sta. 236+08 to Sta. 292+54)

750	cu. yds.	3/4" - 0 Material in Leveling Course and Shoulders	$ 3.00	$ 2,250.00
20	M-gal.	Sprinkling	3.00	60.00
130	cu. yds.	3/4" - 0 Material in Binder Course	4.50	585.00
620	cu. yds.	Furnishing and Placing Aggregates	4.50	2,790.00
20	tons	Furnishing and Placing RC-3 Asphalt	50.00	1,000.00
45	tons	Furnishing and Placing 150-200 Asphalt	47.00	2,115.00
14	tons	Furnishing and Placing RS-2 Asphalt	50.00	700.00
			Subtotal	$ 9,500.00
			10% Engr. & Cont.	950.00
			Total	$10,450.00

Length of Roadway	1.034 miles
Length of Structure	0.035 mile
Total Length	1.069 miles
Cost of Roadway per Mile	$10,106.38

Federal Funds	$ 6,000.00	6300.00
State Funds	2,000.00	2075.00
County Funds	2,450.00	2075.00
	$10,450.00	

RECEIVED
1954
FOR FILING

S-144(2)
4227

OREGON STATE HIGHWAY DEPARTMENT
(date)
Sep. 30, 1954

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
4229	2-final	Central Paving Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
~~2007~~ 20007	R-105064	$ 2,065.65	9/29/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: Sep. 15, 1954

Time Extensions: None

Completion Date: Aug. 13, 1954

Date Accepted: Sep. 23, 1954

Penalties: None of record

Claims: None of record

Remarks:

Date: 10-1-54

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: OCT 1 1954

NOTED ON CARD
10-1-54

RECEIVED
SEP 22 1954
FOR FILING

September 21, 1954

Indemnity Insurance Co.
Seattle Service Office
821 Second Ave.
Seattle 4, Washington

Attention: H. R. Buck, Superintendent

Dear Sir:

State Highway Contract No. 4229 for surfacing on the Twin Bridges-Muddy Creek Section of the Beaver Creek- Greenberry Road in Benton County was completed by the contractor, Central Paving Co., on August 13, 1954 but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $2,065.65 will be released to the contractor after acceptance by the Commission. The total contract amount is $8,160.42 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Mr. John Pfaff
148 "C" St.
Independence, Oregon

NOTED ON CARD
9-21-54

NOTED
R. JONES

NOTED
J. W. CATTRALL

FORM E-30 25M 9-51 52515

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

September 9th, 1954
Box 110, Corvallis, Oregon

NOTED
Harold C. Ayers

SUBJECT: Inspection of Muddy Creek Job

To:
Mr. J.D. Walker, Division Engineer
Oregon State Highway Department
State Highway Building
Salem, Oregon

Dear Mr. Walker,

Mr Schmidt and Mr Bond, Benton County Commissioners accompanied me this morning on a tour of the Muddy Creek Oiling job completed on August 13, 1954. They were favorably impressed with the job.

The Muddy Creek Bridge deck is showing some distress at the ends. I suggested that they place a couple of tons of asphaltic concrete at the ends to tqke the severity out of the approach.

Very truly yours,

David H Moehring

David H. Moehring
Resident Engineer

NOTED
J. F. HAGEMANN

RECEIVED
SEP 14 1954
ENGINEER
COUN[illegible] ATIONS

Form E-1—[illegible]

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 21, 1954

Section Twin Bridges-Muddy Creek

Kind of work Oil Mat Surfacing

Highway Beavercreek - Greenbury Road

Section prefix 502 - 1033

Contractor Central Paving Co.

Contract number 4229

Date of contract July 1, 1954

Date of completion September 15, 1954

Date work started August 3, 1954

Estimated date of completion August 16, 1954

Project authorization $10,298.81

Exclusive of Engineering $9,566.45

Per cent of time elapsed 68 %

Estimated cost of completed project, exclusive of engineering $8160.42

Per cent of contract completed, based on total contract price 85 %

Engineering authorization $732.36

Engineering cost to date $653.54, 89 %

Date project was completed August 13, 1954

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Job Complete

NOTED
B. A. MARTIN

FORREST COOPER

Signed David H. Moebing

Address Box 110, Corvallis

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 77060

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		1.07		1.07	
Miles partially completed		1.07		1.07	
Miles completed		1.07		1.07	
Total estimated quantities		~~225~~ 374		84.75 tons 1058 yds	
Estimated quantities moved or placed to date		374		84.75 tons 1058 yds	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	clear		
Tuesday	clear		
Wednesday	ptly cldy		
Thursday	cloudy		
Friday	cloudy		
Saturday			

RECEIVED
[illegible]
FOR FILING

S-139(2)
4229

August 20, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on August 13, 1954 on Contract No. 4229, Twin Bridges-Muddy Creek Section, in Benton County, in connection with Federal Aid Project No. S-139 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DBP:dw

cc: John Cattrall

RECEIVED

FOR FILING

S-139(2)

4229

August 6, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on August 3, 1954 on Contract No. 4229, Twin Bridges-Muddy Creek Section, in Benton County, in connection with Federal Aid Project No. S-139 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DDP:dw

cc: John Cattrall

RECEIVED
JUL 28 1954
FOR FILING

[illegible]

4229

July 28, 1954

Central Paving Co.
P. O. Box 127
Independence, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4229, which was awarded to you July 1 by the State Highway Commission, for oil mat surfacing on the Twin Bridges-Muddy Creek Section of the Beaver Creek-Greenberry Road in Benton County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

m A-180 10M 2-54

INVOICE

Oregon State Highway Department

Salem, Oregon

Invoice No. 34419

Benton County
Corvallis, Oregon

Attn: County Court

NOTED
J. F. HAGEMANN

Date July 2, 1954

Your Req. No.

Billing Request No. CC 96

Credit distribution: 502-1033-297

Advance Deposit	2,000.00
Partial transfer of county's share of total costs of Twin Bridges-Muddy Creek county FAS oiling project in Benton County covered by agreement dated June, 1954.	1,500.00
To be retained	$ 500.00

[illegible]
Cash Re[illegible] Request [illegible]
B[illegible]

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

jmc

cc: R. G. Savage (SIAC)
H. G. Smith
S. H. Probert
Goldie Lewis

ER

RECEIVED

FOR FILING

AGENDA
AUG 9 1954

3a-7

July 1, 1954

Central Paving Company
Foot of "C" Street
Independence, Oregon

Gentlemen:

The State Highway Commission on June 24, 1954 accepted your proposal for roadbed surfacing and oiling the Twin Bridges-Muddy Creek Section of the Beaver Creek-Greenberry County Road in Benton County for the sum of $9,154.50 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 4229.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

jmc

cc: R. G. Savage (SIAC)
H. G. Smith
S. H. Probert
Goldie Lewis

ER

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM	☐
DAY LETTER	☐
NIGHT LETTER	☐

$
S
E

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206 10-51

INTERNATIONAL SERVICE
Check the class of service desired; otherwise the message will be sent at the full rate

FULL RATE	☐
LETTER TELEGRAM	☐
SHIP RADIOGRAM	☐

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

10:30 a. m.
July 1, 1954

Central Paving Company
Foot of "C" Street
Independence, Oregon

Contract for Roadbed Surfacing and Oiling Twin Bridges-Muddy Creek Section of Beaver Creek Greenberry County Road, Benton County, for which you submitted low bid on June 24, 1954 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

CC: Accounting (5003-900)
Files ✓
C. W. Head

NOTED
J. F. HAGEMANN

John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM

cc: Mr. S. H. Probert

NOTED
V. R. JONES

Salem, Oregon
July 1, 1954

Mr. W. C. Williams
OFFICE

NOTED
Harold C. Ayers

We have received this date Benton County's advance deposit of $2,000 in connection with the Twin Bridges-Muddy Creek Section of FAS 206. This project is now clear for award of a contract.

NOTED
J. F. HAGEMANN

John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM

cc: Mr. S. H. Probert

July 1, 1954

Benton County Court
Court House
Corvallis, Oregon

NOTED
Harold C. Ayers

NOTED
V. R. JONES

Gentlemen:

This is to acknowledge receipt of an advance deposit of $2,000 in connection with the Twin Bridges-Muddy Creek project on FAS 206.

Contract No. 4229 was awarded to Central Paving Co. and a copy of the contract will be forwarded under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

NOTED
[illegible]

John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM

July 1, 1954

Benton County Court
Court House
Corvallis, Oregon

NOTED
Harold C. Ayers

NOTED
V. R. JONES

Gentlemen:

This is to acknowledge receipt of an advance deposit of $2,000 in connection with the Twin Bridges-Muddy Creek project on FAS 206.

Contract No. 4229 was awarded to Central Paving Co. and a copy of the contract will be forwarded under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM

NOTED
V. [illegible] S

BENTON COUNTY COURT

CORVALLIS, OREGON

JUDGE
GEO. I. McBEE

COMMISSIONERS
WALTER SCHMIDT
AUBREY. H. BOND

June 30, 1954

NOTED
[illegible]

Oregon State Highway Department
R. H. Baldock
State Highway Engineer
Salem, Oregon

NOTED

Attention: John F. Hagemann
Asst. Engr., County & City Relations

Gentlemen:

Enclosed herewith is our warrant in the amount of $2,000.00 for the advance deposit of 20% of the estimated total cost for the paving project re FAS 206 Twin Bridges-Muddy Creek Section.

Yours very truly,

BENTON COUNTY COURT

By Louis Ashbaugh
Secretary

la

Encl. - Check #11006

Co. warrant no 11006 for $2000.00
to acctg Div. 7-1-54
7 Query

RECEIVED
1954
ENG[illegible]
[illegible] RELATIONS

NOTED
J. F. HAGEMANN

June 30, 1954

Mr. Aubrey H. Bond
Benton County Commissioner
Court House
Corvallis, Oregon

NOTED
Harold C. Ayers

Dear Mr. Bond:

Reference is made to your letter of June 29th re replacing the north twin bridge, probably with a pipe, as an FAS project.

I have checked this matter with Mr. C. G. Polk, Bureau of Public Roads District Engineer, and he advises that the Bureau would be very reluctant to approve a project of such a minor nature if constructed by itself. If the Court elects to complete FAS 206 from Twin Bridges to the westerly terminus during next construction season, replacement of this north twin bridge could be included as a part of such a project. If not, it is suggested that the County could replace this 13' long timber span at considerably less cost than by contracting same as an FAS project, particularly if a pipe is all that is required.

The $8,000 unprogrammed balance of fiscal years 1954 and 1955 funds can be carried over and combined with FAS funds which will be available to Benton County after January 1, 1955.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM

BENTON COUNTY COURT
CORVALLIS, OREGON

JUDGE
GEO. I. McBEE

COMMISSIONERS
WALTER SCHMIDT
AUBREY. H. BOND

June 29, 1954

Oregon State Highway Department
R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: John F. Hagemann
Asst. Engr., County & City Relations

Gentlemen:

It is noted, in your letter of June 25, 1954, in regard to the Greenberry project, FAS 206, that it is estimated that $8,000.00 remains available for the 1954-55 fiscal year.

It is requested, therefore, that a project be undertaken to replace the north unit of the Twin Bridges. The existing structure is sound enough but too narrow and out of alignment, to be safe for traffic on the improved roadway. This is a small, probably a pipe job, no rights of way involved, and the County Court would be pleased to have it completed this working season.

Very truly yours,

BENTON COUNTY COURT

By Aubrey H Bond
Aubrey H. Bond
Commissioner

AHB:la

RECEIVED
[illegible] 29 1954
ENGINEER
[illegible] RELATIONS

NOTED
J. F. HAGEMANN

June 28, 1954

NOTED
V. R. JONES

Mr. C. G. Polk, District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

NOTED
Harold C. Ayers

NOTED
J. F. HAGEMANN

Dear Mr. Polk:

Attached are three copies of a maintenance agreement covering the Twin Bridges-Muddy Creek Section of the Beaver Creek-Greenberry Road, Oregon Project No. S-139(2), FAS 206, in Benton County. Copies of an encroachment resolution covering this section of road were furnished in connection with Oregon Project S-139(1).

We have on file executed copies of an agreement covering Benton County's participation in the total cost of the project.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

JDG:MM
Att.

RECEIVED
JUN 28 1954
FOR FILING

June 25, 1954

Central Paving Co.
Foot of "C" Street
Independence, Oregon

Gentlemen:

The State Highway Commission on June 24, 1954 accepted your bid in the amount of $9,154.50 for 1.03 mile of roadbed surfacing and oiling on the Twin Bridges-Muddy Creek section of the Beaver Creek-Greenberry County Road about eight miles south and west of Corvallis in Benton County, which was the low bid received for that job. The Commission referred the bid to the Engineer with authority to award the contract to you as soon as certain conditions have been satisfied.

I enclose for your immediate information a copy of the proposal form pertaining to this job for use by you pending receipt of the contract and bond forms. Your attention is particularly called to the paragraphs on page 5 under the heading "Restriction on Commencement of Work".

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mm

enclosure-1

cc: H. G. Smith
S. H. Probert
R. G. Savage-SIAC
G.

NOTED
V. R. JONES

June 25, 1954

Benton County Court
Court House
Corvallis, Oregon

Gentlemen:

On June 24th the Highway Commission received a satisfactory bid from Central Paving Company of Independence for oiling the Twin Bridges-Muddy Creek Section of FAS 206. As per the agreement between the State and County, an advance deposit of 20% of the estimated total cost based on the low bid is required from the County prior to award of a contract. The amount of this deposit is as follows:

Bid Items	$ 9,154.50
12-1/2% Engineering & Contingencies	1,144.31
Estimated Total Cost	$10,298.81

Advance Deposit
20% of $10,298.81 = $2,059.76--or say $ 2,000.00

Please make this deposit by means of a warrant or check in the amount of $2,000, payable to the Oregon State Highway Commission, forwarding same to this office. Upon receipt of said deposit a contract will be awarded. Your immediate attention to this matter will be appreciated.

Based on the above estimate, Benton County will have an available balance from fiscal year 1954-1955 FAS funds of approximately $8,000 (includes federal, state, and county funds).

Very truly yours,

R. H. Baldock
State Highway Engineer

By: John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM

RECEIVED
FOR FILING

file

Salem, Oregon
June 18, 1954

Mr. John W. Cattrall
City & County Relations Dept.
Office

Attached for further handling are four certified copies of a Maintanance Agreement and a conformed copy of a Finance Agreement with Benton County covering the Twin Bridges-Muddy Creek Section county FAS project in Benton County.

The original of each of the above agreements has been retained in this office for the Commission's files and a fully executed copy of each has been sent to the County Court of Benton County, Oregon.

Very truly yours

Secretary

[illegible]
Attach: 5

FORM E-90 25M 9-51 52315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 11, 1954

SUBJECT: FAS 206, Benton County

To: Mr. W. C. Williams
OFFICE

REFERRED TO
Glaisyer
BY DEPUTY STATE HIGHWAY ENGINEER

Attached are three copies of a finance agreement covering the Twin Bridges-Muddy Creek Section county FAS project in Benton County. Two copies of the agreement have been executed by the proper county officials and are now ready for presentation to the Highway Commission. Both copies require your signature of approval.

Also attached are six copies of a maintenance agreement covering the Twin Bridges-Muddy Creek Section. After signature by the Highway Commission, please return four either certified true or fully executed copies to this office for transmittal to the B.P.R.

The Twin Bridges-Muddy Creek Section project was approved by the Highway Commission on January 21, 1953.

John W. Cattrall
Engineer, County and City Relations

By

John D. Graham
Office Engineer

JDG:MM
Att.

AUTHORIZED BY HIGHWAY COMMISSION
DATE January 21, 1953
Secretary

RECEIVED
JUN 11 1954
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FILES
OREGON DISTRICT [illegible]

File

S-139(2

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

June 8, 1954

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved P. S. and E. documents for Oregon Project S-139(2), Twin Bridges-Muddy Creek Section of the Beaver Creek-Greenberry Road in Benton County.

This is to authorize your advertising for bids.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
JUN 11 [illegible]
STATE [illegible]

NOTED
V. R. JONES

NO
Harr

June 4, 1954

Benton County Court
Court House
Corvallis, Oregon

Gentlemen:

Enclosed are two copies of an agreement covering finances, six copies of a maintenance agreement, and a set of plans and specifications in connection with the Twin Bridges-Muddy Creek Section of the Beaver Creek-Greenberry County Road, FAS 206, upon which bids will be accepted June 24th.

The finance agreement covers state and county participation in costs and provides for an advance deposit to be made by the county after the low bid has been determined and prior to award of a contract. The estimated cost for this project is $10,700; however, the low bid received will govern. Please consider this estimated cost as confidential.

The maintenance agreement is a standard form required by the Bureau of Public Roads and provides that the county agrees to maintain the completed project in a manner satisfactory to the B.P.R.

The set of plans and specifications is for your information and records. The specifications provide that the project shall be completed not later than September 15, 1954.

If satisfactory, please sign, have the County Clerk attest (including seal), and return all copies of both agreements to this office. After signature by the Highway Commission, a fully executed copy of each agreement will be returned. Your immediate attention to this matter will be appreciated.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

J. F. HAGEMANN

John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM
Encl.

J. W. CATTRALL

Salem, Oregon
March 9, 1954

NOTED
J. W. CATTRALL

NOTED
Harold G. A[illegible]

Mr. H. G. Smith
Construction Engineer

NOTED
V. R. JONES

NOTED
J. F. HAGEMANN

The field data for the Twin Bridges-Muddy Creek Section surfacing and oiling project on County FAS 206 in Benton County has been examined and found to be consistent with the project as proposed by the county and approved by the Highway Commission. This project was originally approved for grading, surfacing, and oiling with only the grading and surfacing being done in 1953. The leveling course as required plus an oil mat are to be placed this year.

Benton County has a total of $73,000 of FAS funds available for use in 1954, and it is proposed to first contract the Lewisburg Loop Section of FAS 577 and then use remaining funds for the Twin Bridges-Muddy Creek oiling project.

This job should not be advertised for bids prior to the May Commission meeting.

John W. Cattrall
Engineer, County and City Relations

By

John F. Hagemann
Assistant Engineer

JFH:MM

cc: Mr. Virgil O'Neil

30-1039 Sand Station-Washington State 1954
Line Sec. of the Col. River
#4230 Hwy.

30-1039 Sand Station-Washington State 1954
Line Sec. of the Col. River
#4230 Hwy.

RECEIVED
MAR 1 1955
FOR FILING

February 28th, 1955

FINAL COST ANALYSIS

Sand Station-Washington State Line
~~Contract #4230~~
30-1039
4230

Paving
Parker-Schram Co., Contractor
W. S. Hodge, Resident Engineer

Columbia River Highway
Prefix 30-1039

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
2½"-0" Mat'l. in Base	1,303	Cu. Yd.	$3.40	$3.32	$ 4,330.84	$ 4,430.20
3/4"-0" Mat'l. in Base and Shoulders	3,031	" "	3.50	3.45	10,468.28	10,608.50
Sprinkling	167	M/Gal.	2.50	3.03	505.91	417.50
3/4"-0" Mat'l. in Binder Course	208	Cu. Yd.	4.00	4.30	894.61	832.00
MC-3 Asphalt in Binder Course	33.96	Ton	50.00	59.10	2,006.94	1,698.00
RS-1 Asphalt in Tack Coat	.63	"	50.00	117.86	74.25	31.50
Class "B" Asphaltic Concrete in Patching	307.56	"	7.80	7.12	2,190.35	2,398.97
Class "B" Asphaltic Concrete	5,866.58	"	7.80	6.38	37,454.85	45,759.32
RS-1 Asphalt in Seal Coat	65.15	"	47.00	37.75	2,459.89	3,062.05
Aggregate in Seal Coat	400	Cu. Yd.	4.75	5.47	2,189.61	1,900.00
Adjustment of Guard Rail	5,185	Lin. Ft.	0.40	0.29	1,505.51	2,074.00
					$64,081.04	$73,212.04

Gross Revenue	$73,212.04
Total Cost	64,081.04
Net Profit	$ 9,131.00

Net Profit Equals 12.47% of Gross Revenue

NOTED
State Highway Engineer

Detail of Costs

Labor:

Supervision	$ 1,511.09	
Labor	19,864.29	
Labor Insurance	1,695.06	
Health & Welfare Insurance	476.76	
		$23,547.20

Materials:

SS-1 Asphalt	.63	Ton at	$35.13	$ 22.13	
MC-3 "	33.96	" "	24.50	832.00	
85-100 Asphalt	326.42	" "	22.50	7,344.45	
RS-1 Asphalt	65.15	" "	22.28	1,451.78	
Freight on Asphalt				3,324.04	
Fuel Oil	164.8	Bbl. "	2.30	379.04	
$\frac{1}{4}$"-#10 Crushed Gravel	477	Cu. Yd. at	2.75	1,311.75	
					14,665.19

Equipment Rental & Misc. Supplies:

Equipment Rental, Owned	$13,969.56	
" " , Hired	2,084.68	
Gas, Oil & Grease	3,217.36	
P.L. & P.D. Insurance	262.74	
Bond	549.09	
Freight & Cartage	2,856.74	
Small Tools & Misc. Supplies	732.12	
General Overhead	2,196.36	
		25,868.65
Total Cost		$64,081.04

Remarks:

This was a "State Project" calling for the construction of 3.54 miles of rock base and shoulders, 3.54 miles of Class "B" asphaltic concrete wearing surface and adjusting to grade and alignment of 5,185 lin. ft. of metal guard rail.

The project was bid June 23rd, 1954, and was awarded July 1st, 1954. Work started July 26th, 1954, and was completed September 27th, 1954.

The contractors moved in their three-crusher, semi-portable crushing plant July 26th, and set up in the quarry designated by the State located on the southerly side of and adjacent to the highway at Station 306+00. From this site approximately 9,481 cu. yds. of crushed materials were produced. The materials were stockpiled at the site until crushing was completed. The equipment used for hauling and placing of the base and key materials included one 3/4-yd. shovel, two graders, two rollers, one D4 cat and dozer and eight 6-yd. dump trucks. The paving plant was moved in and set up and started producing asphaltic concrete September 7th. The equipment used for this operation included one 2,000-lb. pug type mixing plant, one Barber-Greene finishing machine, one D4 cat and dozer, three rollers and ten 6-yd. trucks. One **pickup** truck was used as a pilot car. Very little time was lost during the paving due to breakdowns, and 1½ days were lost due to inclement weather. The 6,174.14 tons of asphaltic concrete were produced in 95 working hours for an average of 65 tons per hour.

The contractor had to buy 477 cu. yds. of ¼"-#10 material in Umatilla to complete the seal as he did not have sufficient material left on hand to complete the job.

The contractor realized a good profit though some items show a loss.

Oscar Cutler
Chief Cost Analyst

By . . C. E. Layton

RECEIVED
FOR FILING
30-1039

OREGON STATE HIGHWAY DEPARTMENT
(date)
December 20, 1954

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
4230	3-Final	Parker&Schram Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
25674	B-110364	$ 2,222.07	12/17/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION
Ruth Rawlings

Specified Completion Date: Sept. 15, 1954

Time Extensions: to Sept. 30, 1954 without penalty

Completion Date: Sept. 27, 1954

Date Accepted: Oct. 28, 1954

Penalties: None of record

Claims: None of record

Remarks:

Date: 12-20-54

To the Accounting Division:

Release of the above warrant is hereby authorized.

H B Glaisyer
H. B. Glaisyer
Secretary

NOTED ON CARD

Warrant Mailed:
Ruth Rawlings

RECEIVED
DEC 2 - 1954
FOR FILING

30-1039

December 2, 1954

REGISTERED MAIL

Glens Falls Indemnity Co.
Pacific Coast Dept.
6th Floor Mills Tower
San Francisco 4, California

Gentlemen:

State highway contract No. 4230 for work performed on the Sand Station-Washington State Line Section of the Columbia River Highway in Umatilla County was completed by the contractor, Baker-Schram Co., on September 27, 1954 and was formally accepted by the Highway Commission on October 26, 1954.

Final payment in the amount of $2,222.07 will be released to the contractor on or after December 13, 1954. The total contract amount is $73,212.04 and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn

c - Glens Falls Indemnity Co.
erata & Schram
440 Mead Bldg.
Portland 4, Oregon

NOTED ON CARD
12.2.54

RECEIVED
NOV 15 1954
FOR FILING

30-1039

4230

November 8, 1954

Parker-Schram Co.
200 Builders Exchange Bldg.
Portland 4, Oregon

Gentlemen:

The State Highway Commission at its meeting held on October 28 had under discussion your request for an extension of time, from September 15, 1954 to September 30, 1954, within which to complete your contract No. 4230 for paving on the [illegible]-Washington State Line Section of the Columbia River Highway in Umatilla County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily accept any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: [illegible] Larson,
Division Engineer

[illegible],
Resident Engineer

[illegible] G. Smith,
Construction Engineer

NOTED
H. B. GLAISYER

RECEIVED
OCT 1 8 1954
FOR FILING

October 15, 1954

Glens Falls Indemnity Co.
Pacific Coast Department
Mills Tower
San Francisco 4, Calif.

Gentlemen:

It is the intention of the State Highway Commission to release to Parker-Schram Co. a portion of the funds heretofore retained by the Commission on contract No. 4230, for paving on the Sand Station-Washington State Line Section of the Columbia River Highway in Umatilla County.

This payment, in the amount of $50,611.81, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $2,195.57. The present payment will be released on or after October 25, 1954.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Amerata & Schram
440 Mead Bldg.
Portland 4, Oregon

NOTED ON CARD

Form E-1-1934

310-1039

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report #9

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 2, 1954

Section 3rd Station-[illegible] State Line

Kind of work Paving

Highway Columbia River

Section prefix 30-1039

Contractor Parker-Schram

Contract number [illegible]0

Date of contract July 1, 1954, 1954

Date of completion September 15, 1954

Date work started July 26, 1954

Estimated date of completion Sept. 27, 1954

Amount of contract $84,397.34

Per cent of time elapsed 113.2 %

Estimated cost of completed project, exclusive of engineering $80,763.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $3,300.09, [illegible]1.1 %

Date project was completed Sept. 27, 1954

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Finished [illegible] Sept. 27th. The equipment is not all moved [illegible] yet.

NOTED
B. A. MARTIN

NOTED
FORREST COOPER

Signed H. S. Hoge

Address Pendleton

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

Base and

	~~GRADING~~	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	3.54	3.54			3.54
Miles partially completed	0				
Miles completed	0	3.54			3.54
Total estimated quantities	5,080	4,140			6,165
Estimated quantities moved or placed to date	5,080	4,140	[illegible]te, 3/4-[illegible]		6,165
Average daily quantities	360	580			616
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Fair		
Tuesday	Rain [illegible]		
Wednesday	Fair		
Thursday	Fair		
Friday	Fair		
Saturday	Fair		

State Printing

RECEIVED
SEP 29 1954
FOR FILING

[illegible]

4230

September 28, 1954

Oregon State Highway Commission

Request for extension of time
No. 1
October 28 and 29 Meeting

Gentlemen:

Herewith is a request from Parker-Schram Company for an extension of time on the Sand Station-Washington State Line Section, Contract No. 4230, from September 15, 1954 to September 30, 1954.

This project was practically completed by the specified date with the exception of a seal coat and adjustment of guardrail facilities. The contractor executed this project to the best of his ability, and I recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. H. G. Smith

HGS: fp

ECEIVED
AUG 6 - 1954
FOR FILING

20-1051

4230

August 5, 1954

Parker-Schram Company
200 Builders Exchange Bldg.
Portland, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4230, which was awarded to you July 1 by the State Highway Commission, for paving on the Sand Station-Washington State Line Section of the Columbia River Highway in Umatilla County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
FOR FILING

1

AGENDA
AUG 9 1954

[illegible]

July 1, 1954

Parker-Schram Company
200 Builders Exchange Building
Portland 4, Oregon

Gentlemen:

The State Highway Commission on June 23, 1954 accepted your proposal for paving Sand Station-Washington State Line Section of the Columbia River Highway in Umatilla County for the sum of $60,763.00 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 4230.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: R. G. Savage (SIAC)
H. G. Smith
S. H. Probert
Goldie Lewis

E.R.

Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM
DAY LETTER
NIGHT LETTER

$
S
E

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206 10-51

INTERNATIONAL SERVICE
Check the class of service desired; otherwise the message will be sent at the full rate

FULL RATE
LETTER TELEGRAM
SHIP RADIOGRAM

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

1:25 p. m.
July 1, 1954

Parker-Schram Company
200 Builders Exchange Building
Portland 4, Oregon

Contract for paving Sand Station-Washington State Line Section of Columbia River Highway, Umatilla County, for which you submitted low bid on June 23, 1954 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

CC: Accounting (5003-900)
Files ✓
C. W. Head

---

to the paragraphs on page 5 under the heading "Restriction on Commencement of Work".

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr

cc S. H. Probert
H. G. Smith
R. G. Savage, SIAC

Enclosure

RECEIVED
JUN 25 1954
FOR FILING

30-1037

42[illegible]0

June 25, 1954

Parker-Schram Company
200 Builders Exchange Building
Portland 4, Oregon

Gentlemen:

The State Highway Commission on June 23, 1954 accepted your bid in the amount of $80,763.00 for paving and guard rail reconstruction on the Sand Station-Washington State Line Section of the Columbia River Highway in Umatilla County, which was the low bid received for that job. The Commission referred the bid to the Engineer with authority to award the contract to you as soon as certain conditions have been satisfied.

I enclose for your immediate information a copy of the proposal form pertaining to this job for use by you pending receipt of the contract and bond forms. Your attention is particularly called to the paragraphs on page 5 under the heading "Restriction on Commencement of Work".

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr

cc S. H. Probert
H. G. Smith
R. G. Savage, SIAC

Enclosure

330-1708 Weston (Depot St.) Grading & 1954
Paving Proj.
44231

Form A-150—10M—12-54

NOTED J. F. [illegible]

NOTED [illegible] W. CATTRALL

INVOICE

Oregon State Highway Department

Salem, Oregon

NOTED
Harold C. Ayers

RECEIVED
AUG 3 - 1955

City of Weston
Weston, Oregon

Attn: [illegible], City Recorder

Invoice No. 10445

Date August 1, 1955

Your Req. No.

Billing Request No. co-1[illegible]7

Credit distribution: 330-170[illegible]-295

Agreed city of Weston share of the 1954 Special City Allotment project for reconstructing [illegible] Street. Covered by agreement dated June 21, 1954.

	Advance Deposit		4,200.00
Contract Items	16,57[illegible].52		
Constr. Engr.	1,461.54		
Survey	[illegible]		
Total cost		19,296.90	
Less agreed state share		1[illegible].00	4,2[illegible].90
Balance due from city			$ 9[illegible].90

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $..............

By ....

Claims: none

Remarks:

Date: 11-15-54

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: [illegible]

Ruth Rawlings

NOTED ON CARD

11-15-54

530-1

OREGON STATE HIGHWAY DEPARTMENT
(date)
November 12, 1954

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
4231	3-Final	Morrison & Lamping

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
23131	D-108303	$ 531.12	11/10/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION
Ruth Rawlings

Specified Completion Date:	Sept. 15, 1954
Time Extensions:	none
Completion Date:	Aug. 20, 1954
Date Accepted:	Sept. 23, 1954
Penalties:	none
Claims:	none
Remarks:	

Date: 11-15-54

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: [illegible]
Ruth Rawlings

NOTED ON CARD
11-15-54

RECEIVED
NOV 3 1954
FOR FILING

3-6-118
4-1

November 1, 1954

United States Fidelity & Guaranty Co.,
201 Portland Trust Bldg.,
Portland 4, Oregon

Gentlemen:

State Highway contract No. 4231 for work performed on the Depot Street project in Weston, Umatilla County was completed by the contractor, Morrison & Lamping, on August 20, 1954, and was formally accepted by the Highway Commission on September 23, 1954.

Final payment in the amount of $581.19 will be released to the contractor on or after November 12, 1954. The total contract amount is $16,678.52, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

dc

NOTED ON CARD
11-1-54 S

NOTED
J. W. CATTRALL

October 1, 1954

NOTED
V. R. JONES

NOTED
Harold C. Ayers

Mr. Ken W. Dauble
City Recorder
Weston, Oregon

NOTED
J. F. HAGEMANN

Dear Mr. Dauble:

This is to acknowledge receipt of your letter of September 29, 1954, re final costs for the Depot Street project in Weston. We have checked our records and as nearly as we can determine the total cost will be approximately as follows:

Contract Items	$16,678.52
Engineering & Contingencies	1,340.06
Survey	1,100.84
	$19,119.42

Any additional charges will be small and should not raise the total to more than $19,200 which is the amount allocated for the project. When actual final costs are complete, the City will be notified.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JDG:mm

Contractors Items $16,678.52

Cont. & Engr. 1340.06

Total 18,018.58

[illegible]

TON

N

Dear Mr. Cattrall:

Thank you for your letter of September 15th in which you stated that the final costs for the Depot Street project in Weston had not as yet been compiled, and that it may be another month from the date of your letter before you might have this information available.

The council is wondering if there is any possible chance of having the final costs by its next regular meeting on October 6. It is important that we obtain the costs as soon as possible due to local legal involvements on this project.

It would be appreciated if anything could be done to hasten the compilation of these costs so that we could have the information at the time of this meeting.

Thank you very much for your very fine cooperation on this project. The City of Weston is well satisfied with the project and the assistance given by your department.

Yours very truly,

CITY OF WESTON

Ken W. Dauble
City Recorder

RECEIVED
OCT 1 1954
ENGINEER
COUNTY & CITY RELATIONS

RECEIVED
OCT 1 1954
OREGON
STATE HIGHWAY COMMISSION

CITY OF WESTON
WESTON, OREGON

September 29, 1954

Mr. John W. Cattrall
Engineer, County and City Relations
State Highway Department
Salem, Oregon

Dear Mr. Cattrall:

Thank you for your letter of September 15th in which you stated that the final costs for the Depot Street project in Weston had not as yet been compiled, and that it may be another month from the date of your letter before you might have this information available.

The council is wondering if there is any possible chance of having the final costs by its next regular meeting on October 6. It is important that we obtain the costs as soon as possible due to local legal involvements on this project.

It would be appreciated if anything could be done to hasten the compilation of these costs so that we could have the information at the time of this meeting.

Thank you very much for your very fine cooperation on this project. The City of Weston is well satisfied with the project and the assistance given by your department.

Yours very truly,

CITY OF WESTON

Ken W. Dauble
City Recorder

RECEIVED
OCT 1 1954
ENGINEER
COUNTY & CITY RELATIONS

RECEIVED
OCT 1 1954
OREGON
STATE HIGHWAY COMMISSION

4-23-54

9-24-53

[illegible]

[illegible]

[illegible] from [illegible]

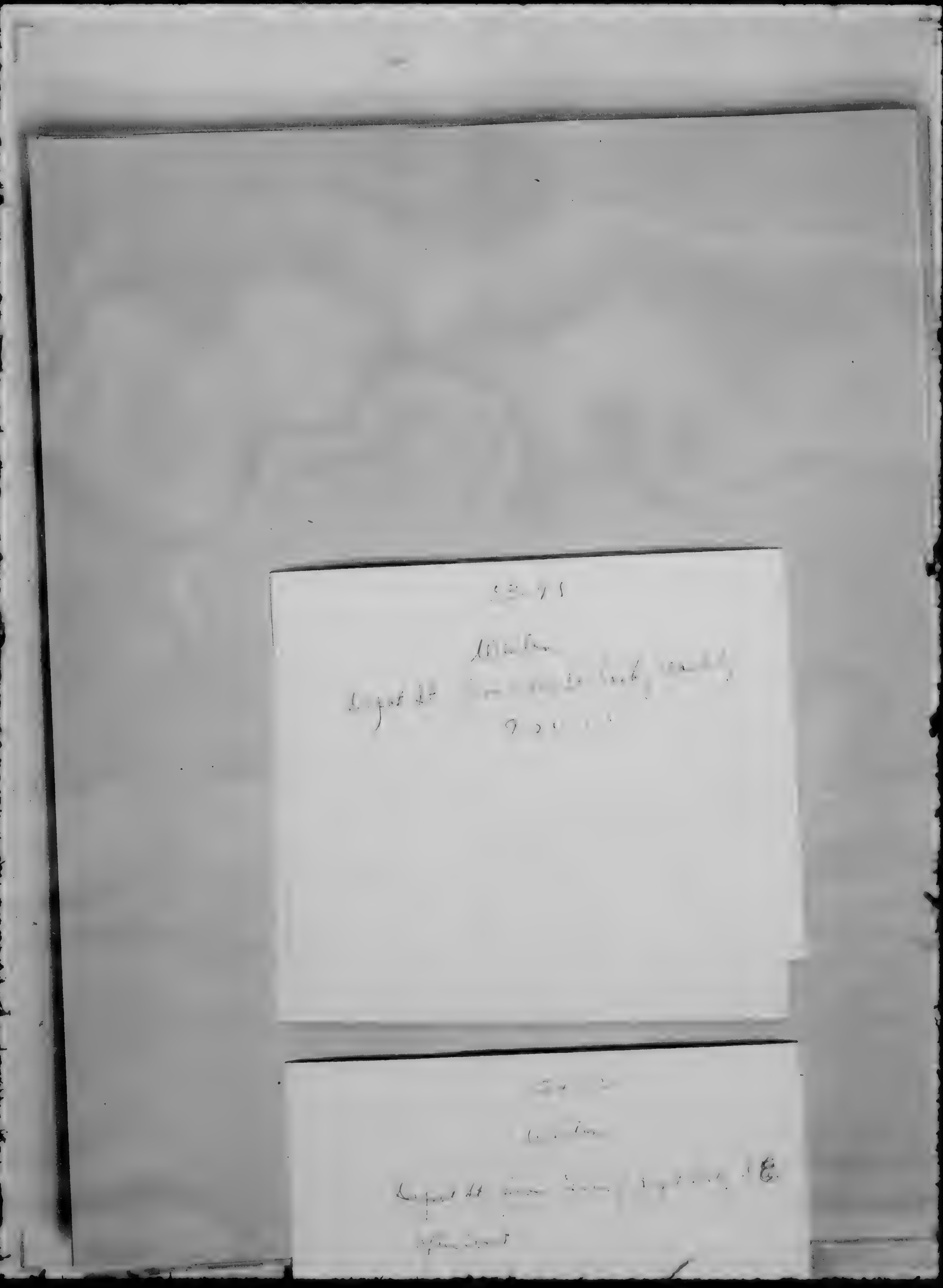
7-24-53

[illegible]

[illegible]

[illegible]

[illegible]



[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

Form E-1—10M

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report #4

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 21, 19 54

Section Weston (Depot Street)

Highway City Street

Contractor Morrison & Lamping

Date of contract June 23, 19 54

Date work started July 27, 19 54

Amount of contract $17,244.59

Kind of work Grading & Paving

Section prefix 330-1708

Contract number 4221

Date of completion September 15, 19 54

Estimated date of completion August 20, 19 54

Per cent of time elapsed 70 %

Estimated cost of completed project, exclusive of engineering $13,473.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $1024.17, 77.6 %

Date project was completed August 20, 19 54

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The Contract was completed August 20, and the job looks very good.

The Company paid for 6 ft. extra width from the R.R. to Sta. 18 and two entrance approaches. This was placed after the State paving was completed.

NOTED
B. A. MARTIN

NOTED
CORRECT COPY

Signed W. L. Hodge

Address Pendleton

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
iles in project	0.38	0.38			0.38
iles partially completed					
iles completed	0.38	0.38			0.38
otal estimated quantities	800	3000			890
stimated quantities moved or placed to date	800	2700			900
verage daily quantities	400	450			354
verage daily quantities necessary to complete project on time					
umber shifts per day					1
ours per shift					10
Average force on project for week					32

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....1...., Power graders ....2...., Rollers ....1...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., Trucks. ....12...., Barber Green....1, ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Pt. cloudy		
Monday	Rain		
Tuesday	Fair		
Wednesday	Fair		
Thursday	Rain		
Friday	Pt. fair		
Saturday	Pt. fair		

State Printing

RECEIVED
AUG 6 - 1954
FOR FILING

332-1918

[illegible]

August 5, 1954

Morrison & Lamping
P. O. Box 597
Walla Walla, Washington

Gentlemen:

We enclose herewith a fully executed copy of contract No. 4231, which was awarded to you on July 2 by the State Highway Commission, for grading and paving on the Weston (Depot Street) Section in Umatilla County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
FOR FILING
agenda
4251

AGENDA
3a-4

July 2, 1954

Morrison & Lamping
P. O. Box 597
Walla Walla, Washington

Gentlemen:

The State Highway Commission on June 23, 1954 accepted your proposal for Weston (Depot Street) grading and paving project in Umatilla County for the sum of $16,502 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 4251.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mm

cc: R. G. Savage (SIAC)
H. G. Smith
S. H. Probert
Goldie Lewis

E. R.

RECEIVED
FOR FILING

agenda

4 - 1

AGENDA

3a-1

July 2, 1954

Morrison & Lamping
P. O. Box 597
Walla Walla, Washington

Gentlemen:

The State Highway Commission on June 23, 1954 accepted your proposal for Weston (Depot Street) grading and paving project in Umatilla County for the sum of $16,502 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 4231.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mm

cc: R. G. Savage (SIAC)
H. G. Smith
S. H. Probert
Goldie Lewis

E. R.

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM	
DAY LETTER	
NIGHT LETTER	

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WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206 10-51

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHIP RADIOGRAM	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
July 2, 1954
11:10 a.m.

Morrison & Lamping
P.O. Box 597
Walla Walla, Washington

Contract for Weston (Depot Street) grading and paving project, Umatilla County for which you submitted low bid on June 23, 1954, awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

cc: Confirmation
Accounting (5003-900)
Files ✓
C. W. Head

---

cations as requested in your letter of June 30, 1954.

The contract will be awarded to Morrison and Lamping within the next few days.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

HCA:MM
Encl.

NOTED
J. F. HAGEMANN

July 2, 1954

Mr. Ken W. Dauble
City Recorder
Weston, Oregon

NOTED
Harold C. Ayres

Dear Sir:

We acknowledge receipt of the check from the City of Weston as the advance deposit on the Special City Allotment project.

Enclosed please find copy of the plans and specifications as requested in your letter of June 30, 1954.

The contract will be awarded to Morrison and Lamping within the next few days.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

HCA:MM
Encl.

NOTED
J. F. HAGEMANN

CITY OF WESTON

WESTON, OREGON

June 30, 1954

Mr. John F. Hagemann, Asst. Engr.
County and City Relations
Oregon State Highway Department
Salem, Oregon

Dear Sir:

In reply to your letter of June 24th concerning an advance deposit on the Depot Street Special City Allotment project, we are enclosing herewith a cashier's check in the amount of $4,200.00 as per your instructions.

[illegible]

As far as we can determine we have complied with every obligation your office has required of our city in regards to this project.

We would respectfully like to request again, whether copies of the plans concerned with the construction of this street improvement be forwarded to us. It was my understanding when last discussing the matter with Mr. H. C. Ayers that such plans would be immediately available. It may be that I was mistaken, however, the city council feels that such plans certainly must have been prepared and that it will be necessary to have such plans in order to implement the legal procedure required.

Plans sent
7-2-54
Hlch

We would appreciate your reply on this matter, as my previous two references to these plans have remained unanswered. Thank you very much for your fine copperation on this project, and should there be anything further required of the City of Weston please advise.

Yours very truly,
CITY OF WESTON

Ken W. Dauble
City Recorder

Encl: check above

rec 7-2-54 ck # 33-7785-$4,200.00
m.

RECEIVED
JUL 2 1954

RECEIVED
JUL 2 1954
STATE HIGHWAY [illegible]

RECEIVED
JUN 25 1954
FOR FILING

[illegible]

June 25, 1954

Morrison and Lamping
P. O. Box 597
Walla Walla, Washington

Gentlemen:

The State Highway Commission on June 23, 1954 accepted your bid in the amount of $[illegible]6,502.00 for the Weston (Depot Street) Grading and Paving Project in Umatilla County, which was the low bid received for that job. The Commission referred the bid to the Engineer with authority to award the contract to you as soon as certain conditions have been satisfied.

I enclose for your immediate information a copy of the proposal form pertaining to this job for use by you pending receipt of the contract and bond forms. Your attention is particularly called to the paragraphs on page 5 under the heading "Restriction on Commencement of Work".

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr

cc S. H. Probert
H. G. Smith
R. G. Savage, SIAC

Enclosure

NOTED
V. R. JONES

June 24, 1954

NOTED
Harold C. Akers

Mr. Ken W. Dauble
City Recorder
Weston, Oregon

NOTED
J. F. HAGEMANN

Dear Sir:

On June 23, 1954, the State Highway Commission received a bid on the Depot Street Special City Allotment project in Weston. The bid was made by Morrison and Lamping and the estimated total cost of the project based on this bid is as follows:

Contract Items	$16,502.00
Engineering and contingencies	2,062.75
Survey	650.00
Total....	$19,214.75

As per the agreement executed by the City and State, the City is to pay all costs in excess of $15,000 and is to make this payment by means of an advance deposit. If the City wishes to proceed with the project an advance deposit of $4,200 is required. Please make this deposit by means of a certified check made payable to the Oregon State Highway Commission.

Your immediate attention to this matter will be appreciated as a contract cannot be awarded until the deposit is in our hands.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

HCA:MM
cc: Mr. Leonard E. Snider, Mayor

RECEIVED
JUN 23 1954
FOR FILING

330-1108
4531

June 22, 1954

Mr. Ken W. Dauble, City Recorder
City Hall
Weston, Oregon

Dear Sir:

We are enclosing herewith for the files and records of your City a fully executed copy of an agreement between the State Highway Commissionaand the City of Weston covering the Special City Allotment project on Depot Street from Water Street to north city limits, a distance of approximately 0.42 mile, in the City of Weston.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

RECEIVED
JUN 23 1954
FOR FILING

Salem, Oregon
June 22, 1954

State Tax [illegible]

Mr. John W. Cattrall
City & County Relations Dept.
Office

Attached is a conformed copy of an agreement with the City of Weston covering the Special Allotment project on Depot Street from Water Street to north city limits, a distance of approximately 0.42 mile in the city of Weston.

The original of the above agreement has been retained in this office for the Commission's files and a fully executed copy has been sent to the City Recorder, Weston, Oregon.

Very truly yours

Secretary

rm
Attach: 1

FORM E-30 25M 9-51 82818

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 11, 1954

REFERRED TO
Mr. Glaisyer
By W. W. STIFFLER
For Agenda

SUBJECT:

To: Mr. W. C. Williams
OFFICE

Attached are three copies of an agreement covering the Special City Allotment project in Weston. Two copies of the agreement have been executed by the proper city officials and are now ready for presentation to the Highway Commission. Both copies require your signature of approval.

This project was approved by the Highway Commission on December 10, 1953.

John W. Cattrall
Engineer, County and City Relations

By

John D. Graham
Office Engineer

JDG:MM
Att.

AUTHORIZED BY HIGHWAY COMMISSION
DATE December 10, 1953
SECRETARY

RECEIVED
JUN 14 1954
OFFICE OF
STATE HIGHWAY ENGINEER

ORDINANCE NO. 370

6-2-54

6/10/54
Approved as to form

AN ORDINANCE PROVIDING FOR A FORM OF AGREEMENT BY AND BETWEEN THE CITY OF WESTON, OREGON, AND THE STATE OF OREGON ACTING BY AND THROUGH ITS STATE HIGHWAY DEPARTMENT FOR THE IMPROVEMENT OF DEPOT STREET FROM WATER STREET TO NORTH CITY LIMITS AND DECLARING AN EMERGENCY.

WHEREAS, The City of Weston, Oregon, has heretofore made application to the State of Oregon, acting by and through the State Highway Commission, for assistance in repairing or reconstructing streets under the provision of ORS 366.800 and 366.805, and

WHEREAS, The State Highway Commission has accepted such application for the improvement of Depot Street from Water Street to the North City limits, and

WHEREAS, in the form of agreement prepared by the State Highway Commission and approved by the City Attorney, the Highway Commission has agreed to pay the costs of the project up to Fifteen Thousand and No/100 ($15,000) Dollars, the City to pay all costs in excess of $15,000.

THE PEOPLE OF THE CITY OF WESTON DO ORDAIN AS FOLLOWS:

Section 1. That that certain form of agreement herein above referred to be entered into by the City of Weston, Oregon, and the State of Oregon, acting by and through the State Highway Commission, providing for the improvement of Depot Street from Water Street to the North City limits, and is hereby approved and accepted as so submitted.

Section 2. That the Mayor and Recorder are hereby authorized and directed to execute said agreement in triplicate and to deliver said agreement to the State Highway Commission for execution by said Commission.

Section 3. WHEREAS it is necessary that said improvements be made in spring or summer of 1954, while weather permits, and whereas the State Highway Commission cannot award a contract for said improvements until the said agreement has been executed by the Mayor and Recorder, thereby involving the peace, health, and credit of the people of the City of Weston, Oregon, an emergency is hereby declared to exist and this ordinance shall be in full force and effect from and after its passage by the Council and approval by the Mayor.

Ayes 5
Nays 0

Submitted to and approved by the Mayor on the 2nd day of June 1954.

ATTEST:

Recorder

L. E. Snider
Mayor

RECEIVED
JUN 10 1954
ENGINEER
[illegible]

CHARTER OF THE CITY OF WESTON

1951

CHAPTER III FORM OF GOVERNMENT

Section 6. WHERE POWERS VESTED. "Except as this charter provides otherwise, all powers of the city shall be vested in the council."

6/10/54

To John Graham.

Ordinance #370 of City of Weston
approved as to form.

McH.

CITY OF WESTON

WESTON, OREGON

NOTED
J. W. CATTRALL

NOT.
Harold C. Ayers

J. F. HAGEMANN

January 19, 1954

Mr. Harold C. Ayers, Engineer
State Highway Department
Salem, Oregon

Dear Mr. Ayers:

In compliance with your request, the council acted upon the and passed the following resolution at its meeting of Jan. 13, 1954:

"RESOLUTION

WHEREAS, The Oregon State Highway Commission has approved the expenditure of $15,000.00 for the improving of Depot Street in the City of Weston, Umatilla County, Oregon from a special fund allotted to cities,

NOW THEREFORE, BE IT RESOLVED:

THAT, The Council of the City of Weston, Umatilla County, Oregon in return for this special allotment agrees to pay to the Oregon State Highway Commission any amount over and above the approved $15,000.00 upon demand at the time the definite costs are determined and the contract for the work is awarded,

THAT, The Mayor and City Recorder of the City of Weston, Umatilla County, Oregon be authorized to negotiate with the Oregon State Highway Commission for final details of the work and to promptly expedite payment,

THAT, The City Recorder before such time as the bids for the work are advertised instruct the Oregon State Highway Commission whether a 20 ft. wide pavement or a 24 ft. wide pavement be considered in the bid.

Done and dated this 13th day of January 1953"

Attest:
KenW. Dauble
City Recorder

We trust that this is satisfactory. In keeping with the last paragraph we hope to be able to advise you promptly on this. Please advise us as soon as you have any idea as to when the work can be accomplished.

RECEIVED
21 1954
ENG
C

Yours very truly,

Ken W. Dauble
City Recorder

RESOLUTION

8-19-53

WHEREAS, Section 2 of Chapter 149, Oregon Laws 1949, provides:

> "Beginning with the year 1949 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O.C.L.A.; section 15, chapter 413, Oregon Laws 1945, as amended by section 4, chapter 114, Oregon Laws 1947; and section 29, chapter 467, Oregon Laws 1947; and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act."

and

WHEREAS, Section 3 of said act provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of two hundred fifty thousand dollars ($250,000) shall be withdrawn from such appropriation each year and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said two hundred fifty thousand dollars ($250,000) shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities."

and

WHEREAS, the City of Weston is an incorporated city of the State of Oregon, and has a population of 678, as given by the latest official census, and

WHEREAS, the following streets of said city, Depot Street from the intersection at Water Street to City limits line

Form cc-50
Special City Allotment

are not a part or parts of the state highway system, but are streets of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy industrial traffic," and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement, and such city is without necessary funds with which to do said work,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit,

Depot Street from the intersection at Water Street to City limits line

are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair by reason of a sudden increase in population in the area, or because of excessive and unusual industrial traffic, and the city is without the funds necessary to put said streets in proper condition for the traffic to which they are being subjected.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning,

repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues.

4. That the City of Weston does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate Recorder Ken W. Dauble as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 19th day of August, 1953.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

- -

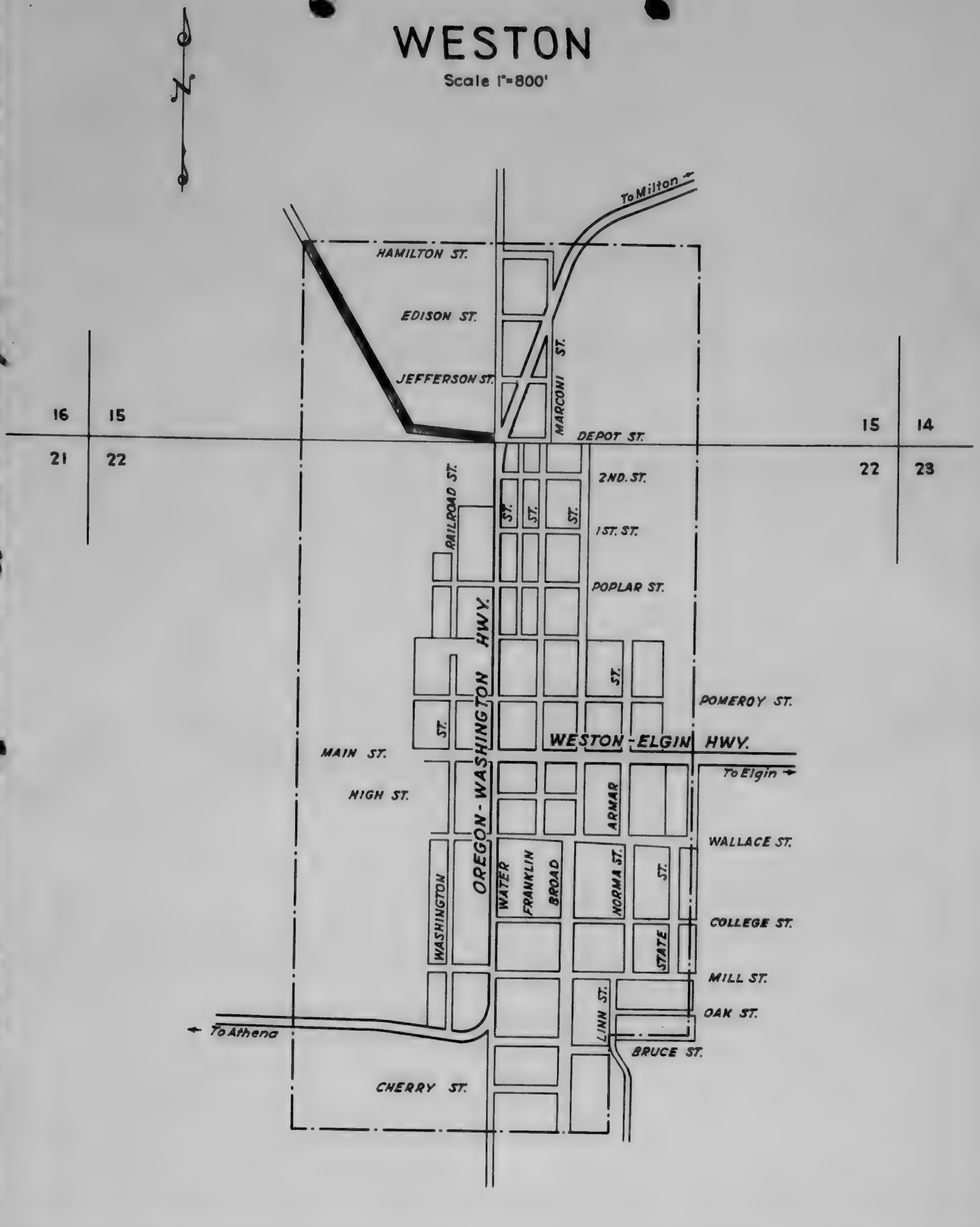
I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Weston at a regular or special meeting of said Council, held on the 19th day of August, 1953, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 22nd day of August, 1953.

Ken W. Dauble City Recorder

WESTON

Scale 1"=800'


N
To Milton
HAMILTON ST.
EDISON ST.
JEFFERSON ST.
MARCONI ST.
DEPOT ST.
16
15
21
22
15
14
22
23
RAILROAD ST.
2ND. ST.
ST.
ST.
ST.
1ST. ST.
POPLAR ST.
ST.
POMEROY ST.
OREGON - WASHINGTON HWY.
ST.
MAIN ST.
WESTON - ELGIN HWY.
To Elgin
HIGH ST.
ARMAR
WALLACE ST.
WASHINGTON
WATER
FRANKLIN
BROAD
NORMA ST.
ST.
COLLEGE ST.
STATE
MILL ST.
LINN ST.
OAK ST.
To Athena
BRUCE ST.
CHERRY ST.

NOTED
J. W. CATTRALL

NOTED
Harold C. Ayers

February 16, 1953

Mr. Ken W. Dauble
City Recorder
Weston, Oregon

NOTED
J. F. HAGEMANN

Dear Mr. Dauble:

I am replying to your letter of February 14, 1953 in which you make inquiry as to the possibility of the City of Weston receiving assistance under the city allotment program during 1953. All of the 1953 funds have been allocated and the earliest consideration to the City of Weston's request would come under the 1954 program.

I know of no way in which the city could be reimbursed out of the 1954 program for work that it would do this year.

I am enclosing two copies of a resolution form by which the city may make application for consideration in the 1954 program. I realize this does not solve your problem for 1953. I know of no way in which the problem could be considered this year. If the city desires to make application to be included in the 1954 program, please have the Council adopt the attached resolution and return one signed copy to this office.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JWC:MM
Encl.

CITY OF WESTON
WESTON, OREGON

RECEIVED
FEB 16 1953
ENGINEER
[illegible]

February 14, 1953

Mr. R. H. Baldock
State Highway Engineer
State Highway Department
Salem, Oregon

Attn: John W. Cattrall, County & City Relations

Dear Mr. Baldock:

We have your letter of February 5th inviting our attention to state highway funds annually set aside in the amount of $250,000 to be spent by the State Highway Commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic.

The City of Weston believes that it has a street which would qualify under the law for such an allocation. Actually, an effort should have been made the past year to apply for this allocation as it will be necessary to start the intended work this spring. We are wondering if there is any chance that a portion of the appropriation for the year 1953 might still await allocation to qualifying cities. The street involved is about a quarter of mile in length leading to the food processing concern residing within the city limits of Weston. The road nominally is a county road, however, is being released to the city inasmuch as it is within the city limits and because the county does not intend to maintain it. It is a project which the City cannot undertake without resorting to the Bancroft Act, and this is difficult because much of the adjoining propery belongs to the Union Pacific Railroad which has no direct interest in the improvement. Some means must be undertaken this spring to improve the road because it is vitally necessary to the food processing concern, a $2,000,000 business.

Would you please advise us if there is any way we can obtain an allocation this spring for such an improvement. Or perhaps, is there any way should the City go ahead and make the improvements this spring that the State Highway Commission could reimburse us for the costs out of the 1954 program allocations. The whole crux of the matter is that we don't as yet know how to manage the improvement under the Bancroft Act, the road must be improved this spring, and the City is in no position to finance the costs unless it can be reimbursed for same.

Your recommendations and assistance would be greatly appreciated.

Yours very truly,

Ken Dauble

Ken W. Dauble
City Recorder

CITY OF WESTON

WESTON, OREGON

RECEIVED
FEB 16 1953
ENGINEER

February 14, 1953

Mr. R. H. Baldock
State Highway Engineer
State Highway Department
Salem, Oregon

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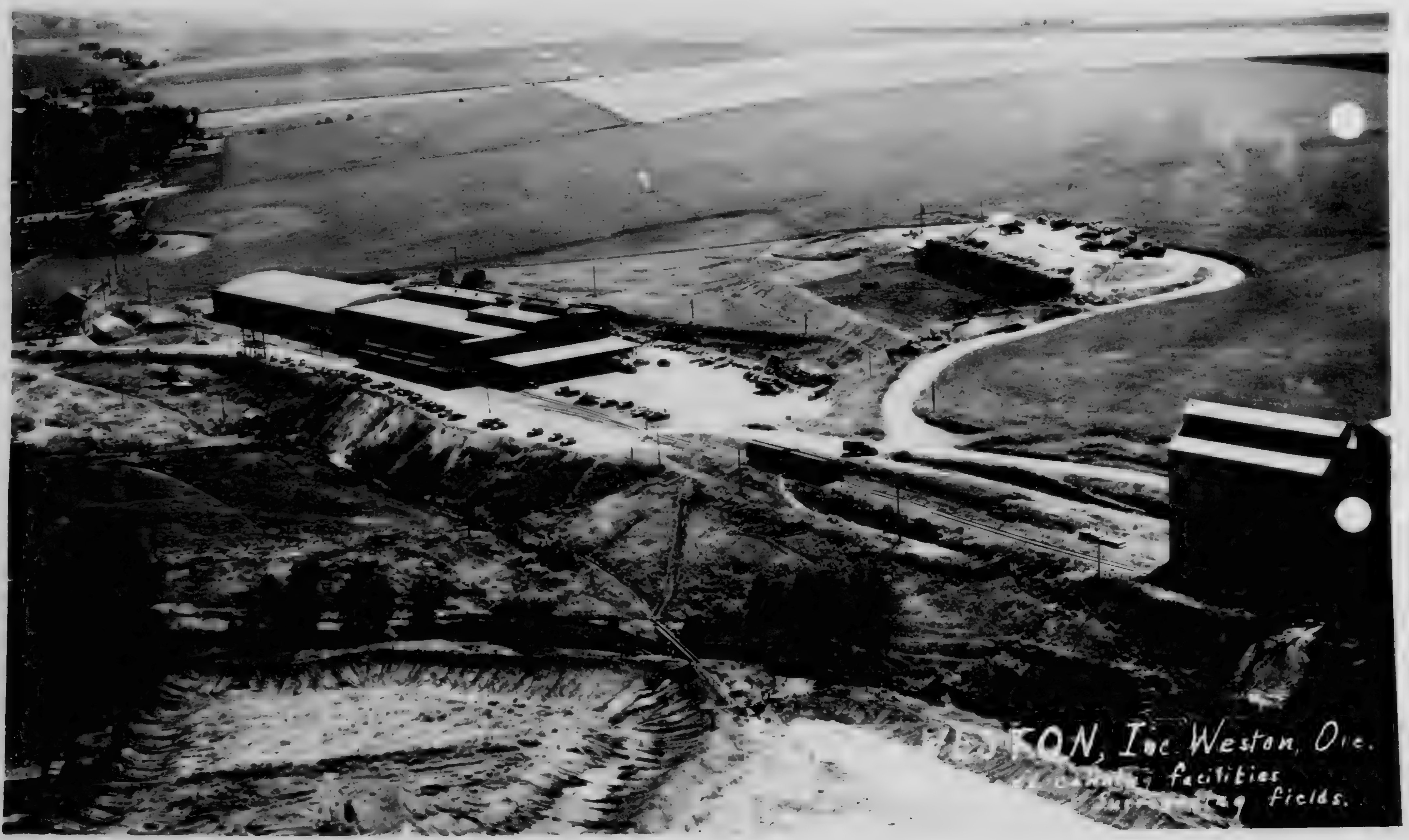
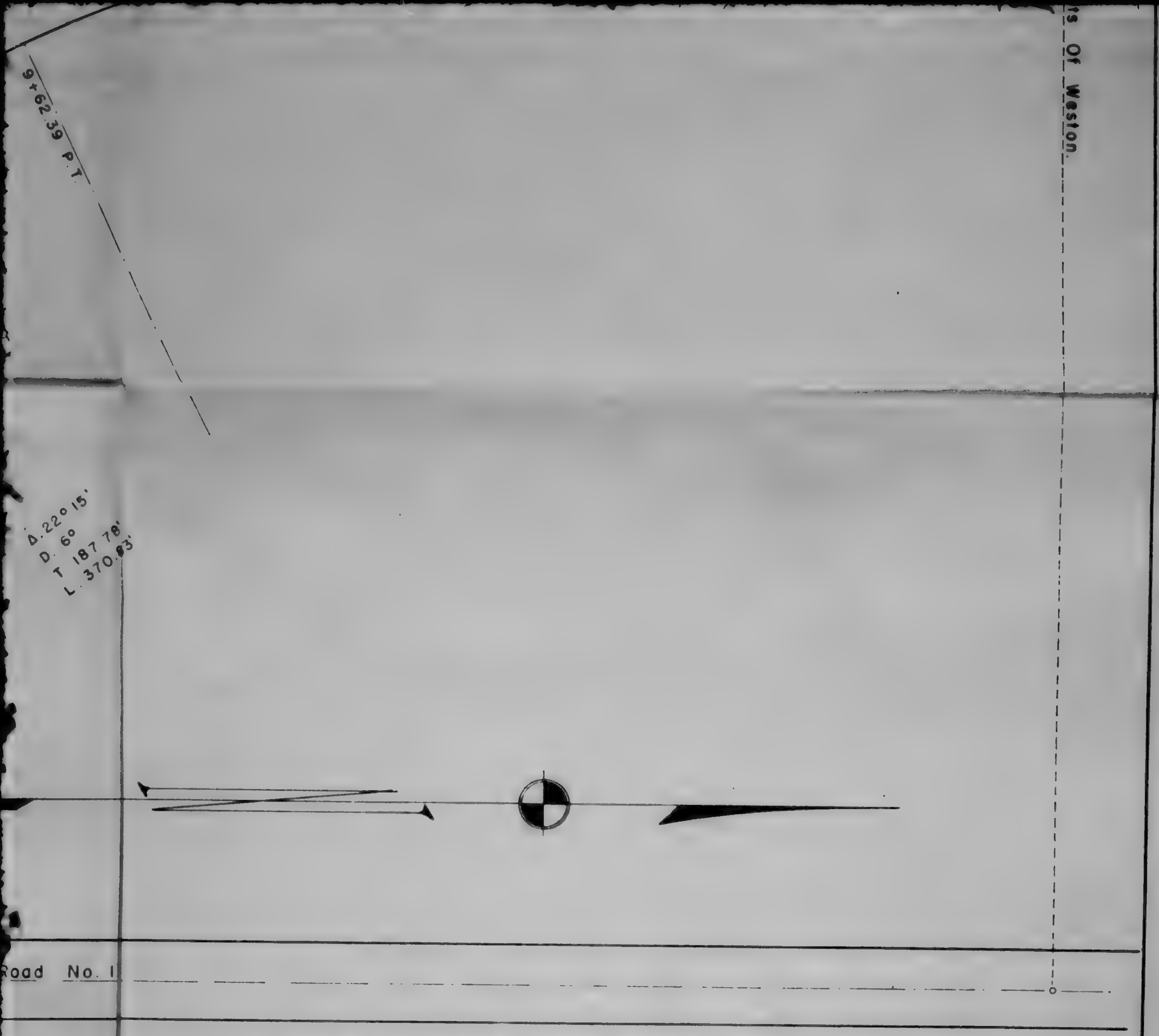
Your recommendations and assistance would be greatly appreciated.

Yours very truly,

Ken W. Dauble
City Recorder


KON, Inc Weston, Ore.
facilities
fields.


9+62.39 P.T.
Δ. 22° 15'
D. 6°
T. 187.78'
L. 370.93'
Of Weston.
Road No. 1

DEPARTMENT OF ROADS

COUNTY OF UMATILLA

PLAT OF

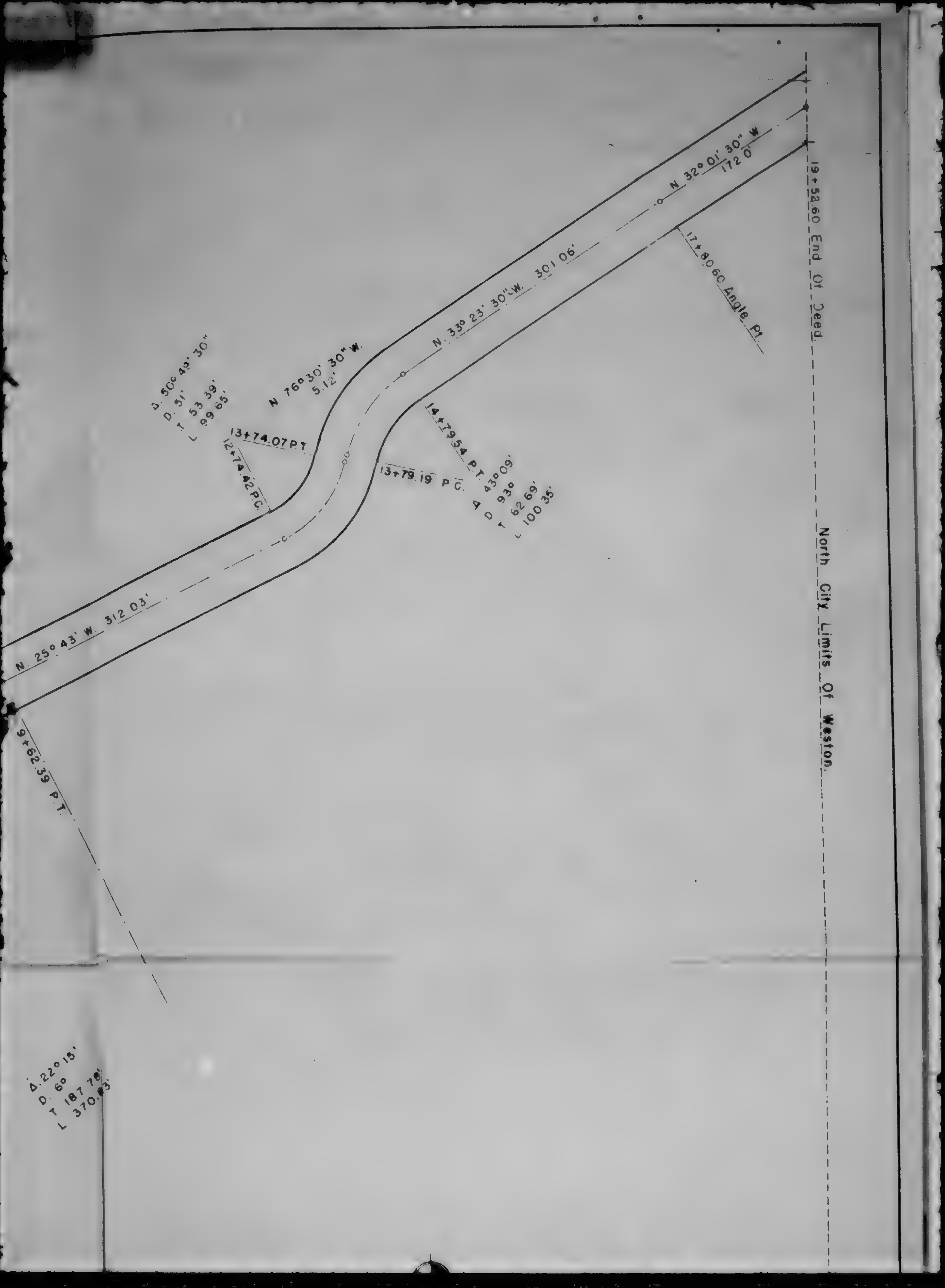
COUNTY ROAD NUMBER 303
AS NOW TRAVELLED.

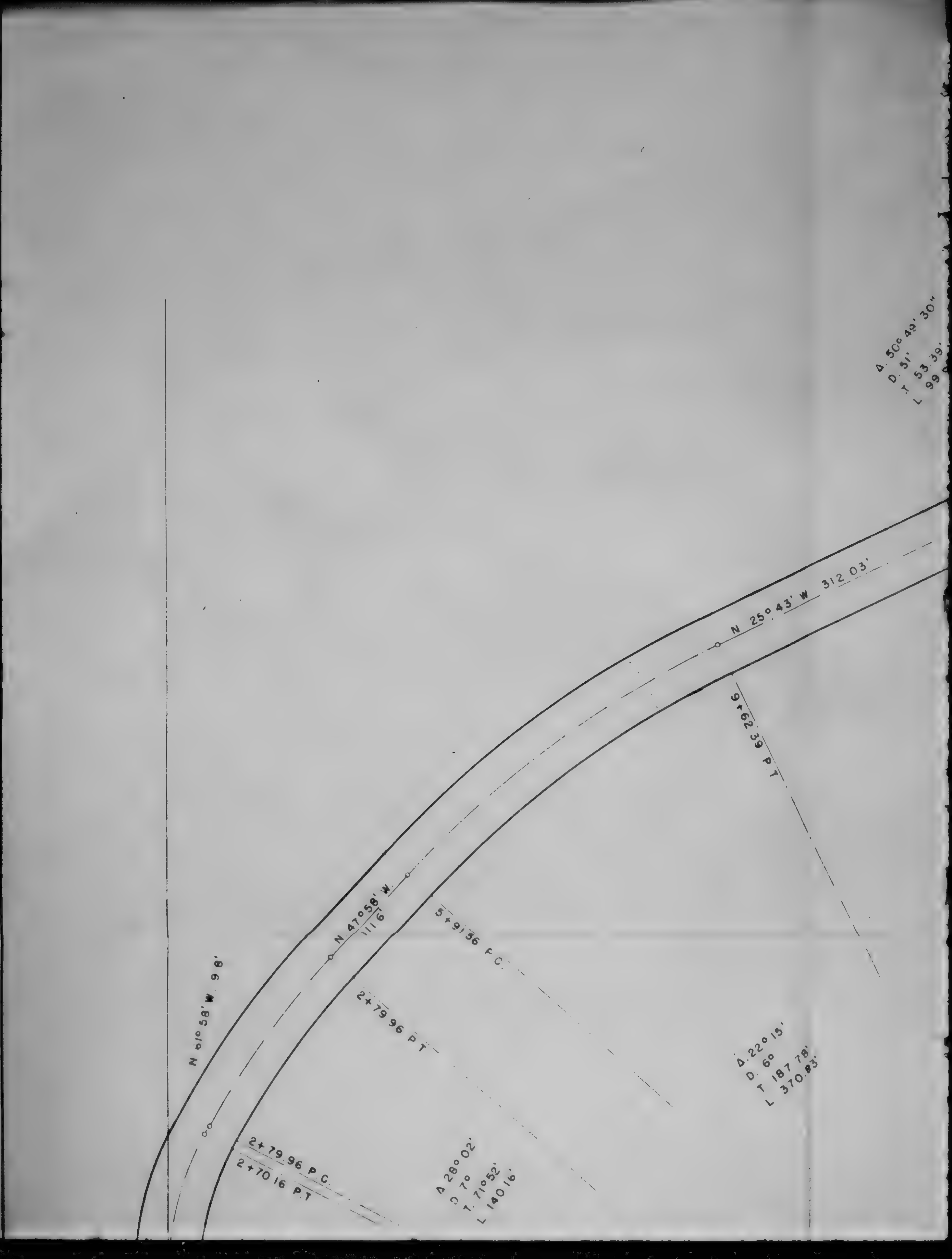
APPROVED James H. Sturgis
County Judge.

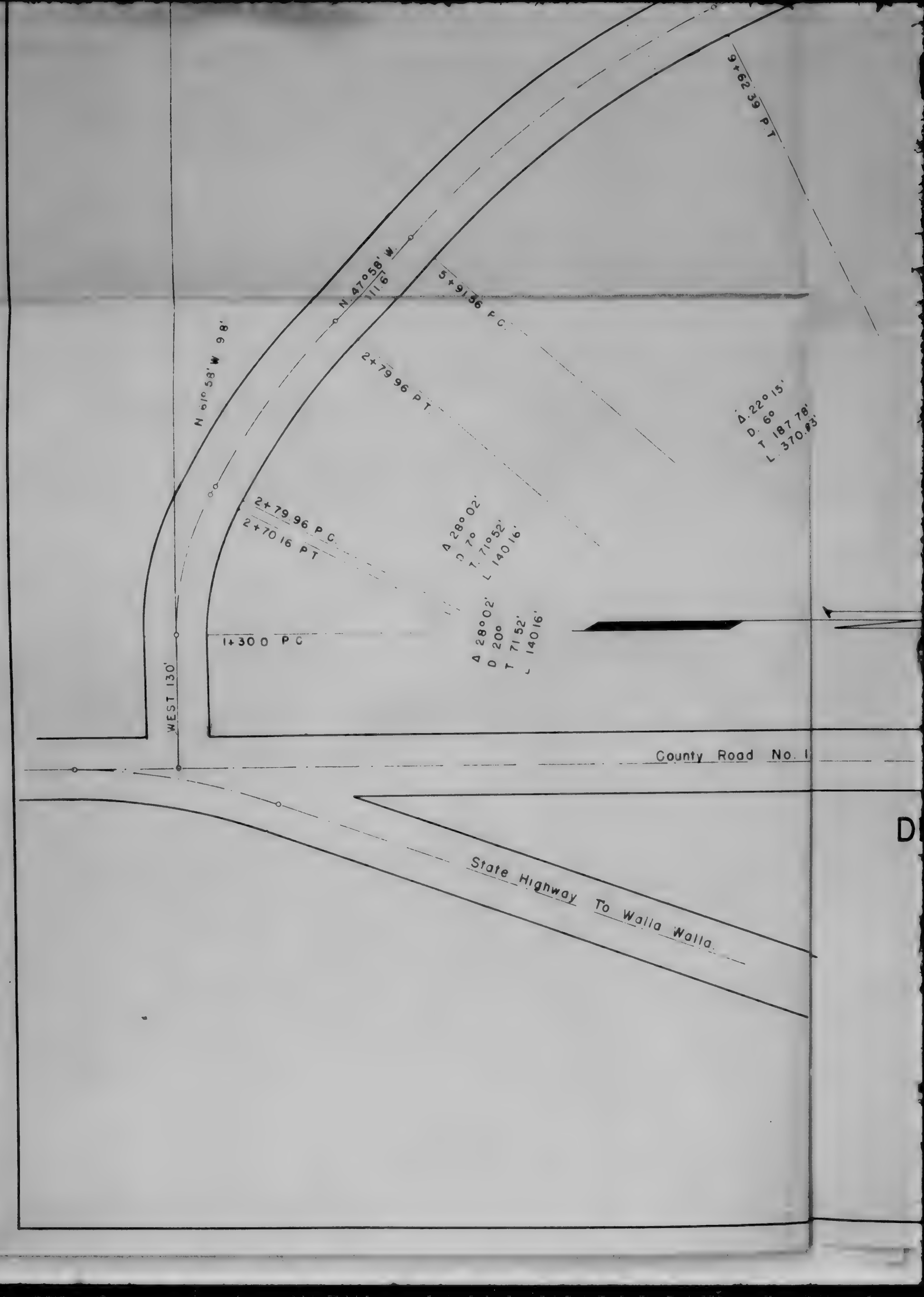
G. E. Olinger
County Commissioner

Claude Meyers
County Commissioner

Scale 1" = 100'


N. 32° 01' 30" W
172.0'
N. 33° 23' 30" W. 301.06'
17+80.60 Angle Pt
19+52.60 End Of Deed.
North City Limits Of Weston.
N 76° 30' 30" W.
5.12'
Δ. 50° 49' 30"
D. 51'
T. 53.39'
L 99.65'
13+74.07 P.T.
12+74.42 P.C.
14+79.54 P.T.
13+79.19 P.C.
Δ 43° 09'
D 93°
T 62.69'
L 100.35'
N. 25° 43' W. 312.03'
9+62.39 P.T.
Δ. 22° 15'
D. 6°
T 187.78'
L 370.[illegible]3'


Δ. 50° 49' 30"
D. 51'
T 53.39'
L 99
N 25° 43' W 312.03'
9+62.39 P.T
N. 47°58' W.
111.6'
5+91.36 P.C.
N 61° 58' W. 9.8'
2+79.96 P.T
Δ. 22° 15'
D. 6°
T 187.78'
L 370.83'
2+79.96 P.C.
2+70.16 P.T
Δ 28° 02'
D 7°
T. 71.52'
L 140.16'


9+62.39 P.T
N. 47°58' W.
111.6'
5+91.56 P.C.
N 61°58' W 98'
2+79.96 P.T.
Δ 22° 15'
D. 6°
T 187.78'
L 370.83'
2+79.96 P.C.
2+70.16 PT
Δ 28° 02'
D 7°
T. 71.52'
L 140.16'
1+30.0 P.C
Δ 28° 02'
D 20°
T 71.52'
L 140.16'
WEST 130'
County Road No. 1
State Highway To Walla Walla.
D

Road No. 303 located in North city limits of Weston. Beginning at the Southeast corner of the Southwest Quarter of Section 15, Township 4 North, Range 35 E.W.M., thence West a distance of 130.0 feet to Engineers Station 1 plus 30.0 P. C.; thence on 286.48 foot radius curve to the right (the long chord of which bears North 79°58' West a distance of 138.77 feet); the arc distance which is 140.17 feet to Engineers Station 2 plus 70.16 P. T.; thence North 61°58' West a distance 9.8 feet to Engineers Station 2 plus 79.96 P. C.; thence on a 818.51 foot radius curve to the right (the long chord of which bears North 54°58' West a distance of 199.50 feet) the arc distance which is 200.0 feet to Engineers Station 4 plus 79.96 P.T.; thence North 47°58' West a distance 111.6 feet to Engineers Station 5 plus 91.56 P.C.; thence on a 954.93 foot radius curve to the right (the long chord of which bears North 36°50'30" West a distance of 368.51 feet) the arc distance which is 370.83 feet to Engineers Station 9 plus 62.39 P.T.; thence North 25°43' West a distance of 312.03 feet to Engineers Station 12 plus 74.42 P.C.; thence on a 112.34 foot radius curve to the left (the long chord which bears North 51°07'45" West 96.42 feet) the arc distance which is 99.65 feet to Engineers Station 13 plus 74.07 P. T.; thence 76°32'30" West a distance of 5.12 feet to Engineers Station 13 plus 79.19 feet P.C.; thence on a 133.25 foot radius curve to the right (the long chord of which bears North 54°58' West a distance of 98.0 feet) the arc distance which is 100.35 feet to Engineers Station 14 plus 79.54 P.T.; thence North 33°23' 30" West a distance of 301.06 feet to angle point engineers station 17 plus 80.6; thence North 32°01'30" West a distance of 172.0 feet to Engineers Station 19 plus 52.6 P.O.T. Said point intersecting East and West center line of Southwest Quarter of Section 15, Township 4 North, Range 35 E.W.M.

S-170(1) Jordan-Keck Canyon Sec., 1954
Rhea Creek Co. Road
#4232

S-170(1) Jordan-Keck Canyon Sec., 1954
Rhea Creek Co. Road
#4232

GARNET BARRATT, *Judge*
HEPPNER, OREGON
RALPH I. THOMPSON, *Commissioner*
HEPPNER, OREGON
RUSSELL K. MILLER, *Commissioner*
BOARDMAN, OREGON

Morrow County Court
HEPPNER, OREGON

PROBATE COURT
The First Monday in Each Month
COUNTY COURT
The First Wednesday in Each Month
JUVENILE COURT
ROAD DEPARTMENT

April, 24, 1956

4232

NOTED
J. W. CATTRALL

Oregon State Highway Commission
County and City Relations
Salem, Oregon.

Attention: John F. Hagemann

Dear John:

Reference is made to our conversation at Condon last tuesday regarding the final report on break down of costs on the Jordon-Keck Canyon Road section, FAS 552, Morrow County.

Please be advised that I referred to our files and find that this report was received by Morrow County about January, 20, 1956 and the report was dated January, 18, 1956, which was some three days after the date of my departure for Arizona and was placed in the files by someone other than myself.

I, therefore, acknowledge the receipt of this report and letter from your office as of **January**, 20, 1956 and would advise that it will not be necessary for you to send the six copies of the report that you indicated at Condon you would have prepared and sent. Of course my contention that I had not seen this report is substantiated by the fact that it arrived after my absence from the office and that I had not seen it prior to the time I saw you in Condon.

Sincerely,

Garnet Barratt

Garnet Barratt
Morrow County Judge.

J. F. H.

RECEIVED
APR 25 1956

In Sunny Eastern Oregon Where Agriculture Flourishes

April 24, 1956

Honorable Garnett Barratt
Morrow County Judge
Heppner, Oregon

Dear Judge:

Enclosed are duplicate prints of a letter with attached statement of final costs in connection with the Jordan-Keck Canyon section of FAS 552. These duplicates were made from carbon copies in our files and are rather fuzzy so we have repeated the totals in pencil. For this particular job the payments to the contractor were $60,996.57 and the engineering and contingencies were $3,038.79, or 4.98% of the bid items.

Very truly yours,

John W. Cattrall
Engineer, County and City Relations

By

John F. Hagemann
Assistant Engineer

JFH:mm
Encl.

Form A-150—10M—12-54

INVOICE

Oregon State Highway Department

Salem, Oregon

NOTED
J. F. HA[illegible]N

Contract 4232
S-170(1)

NOTED
Harold C. Ayers

Morrow County
Heppner, Oregon

Attn: County Court

Invoice No. 43295
Date January 16, 1956
Your Req. No.
Billing Request No. CC 209
Credit distribution: 525-1026-297

Final billing county's share total cost of Jordan-Keck Canyon Road section, FAS 552, Morrow County, covered by agreement dated June, 1954.

Original advance deposit	14,300.00	
Less: Amount previously transfered	11,000.00	
Balance Advance Deposit		3,300.00
County share of total costs as per attached	12,396.68	
Less: Amount previously transferred	11,000.00	
Balance		1,396.68
To be refunded		$1,903.32

NOWLEDGMENT OF BILLING REQUEST
Cash Received with Request: $
By

State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:mm
Att.

NOTED
J. W. CATTRALL

January 17, 1956

NOTED
Harold C. Ayers

Morrow County Court
Courthouse
Heppner, Oregon

NOTED
J. [illegible]

Gentlemen:

Final costs for the Jordan-Keck Canyon Road section of FAS 552 are now available and it has been determined that the county's share of the total cost is $12,396.68 as per the attached cost statement. As the county initially desposited $14,300, a refund of $1,903.32 is due. This refund will be made by means of a check from our accounting division within the next few days.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:mm
Att.

OREGON STATE HIGHWAY DEPARTMENT

ITEMIZED STATEMENT OF FINAL COSTS

County Morrow Contract No: [illegible] Date [illegible]

FAS [illegible] Section Jordan-Keck Canyon Sec. Completed [illegible]

PAYMENTS TO CONTRACTOR

Item	Unit	Unit Price	Total Qty.	Total Cost
1. 2 1/2"-0 rock in base	c.y.	$ [illegible]	[illegible]	$24,[illegible]
2. 3/4"-0 rock in base & shldrs.	c.y.	[illegible]	[illegible]	[illegible]
3. Sprinkling	M gal.	[illegible]	[illegible]	3,[illegible]
4. 3/4"-0 rock in binder course	c.y.	2.75	852	2,343.00
5. MC-2 asphalt in binder course	ton	43.[illegible]	[illegible]	[illegible]
6. Furnish & place aggregates	c.y.	2.[illegible]	2,[illegible]	[illegible]
7. [illegible] asphalt	ton	[illegible]	[illegible]	[illegible]
8. [illegible] asphalt	ton	[illegible]	[illegible]	[illegible]

Subtotal... $[illegible]
Construction Engineering... 2,[illegible]
Install Railroad Crossing Signs... [illegible]

TOTAL CONSTRUCTION COSTS... $43,[illegible]

FEDERAL FUNDS ALLOTTED FOR PROJECT... $3[illegible]

AGREED COUNTY SHARE OF TOTAL COSTS

Half of difference between total costs and Federal funds
($43,[illegible] - $3[illegible]) ÷ 2 = $[illegible]

County Advance Deposit = $[illegible]
Less County Share of total costs = [illegible]

REFUND DUE MORROW COUNTY = $ [illegible]

JFR:mm

NOTED
V. R. JONES

FORM E30—50M—2-55—62966

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
October 20, 1955

NOTED

SUBJECT:

To: Mr. John W. Cattrall
Engineer, County and City Relations
Salem, Oregon

Attention: J. F. Hagemann

Dear Sir:

In answer to your letter of October 17 with regard to making final settlement with Morrow County in connection with final costs on the Jordan-Keck Canyon Road Section, FAS Highway #552, there will be no further engineering charges other than those appearing on the books through October 15, 1955.

Very truly yours,

E. G. Bickmore

E. G. Bickmore
Ass't. Division Engineer

EGB:ce

NOTED
J. F. HAGEMANN

RECEIVED
OCT 21 1955

NOTED
V. R. JONES

Salem, Oregon
October 17, 1955

Mr. A. F. Parson, Division Engineer
Oregon State Highway Department
La Grande, Oregon

NOTED
J. W. CATTRALL

NOTED
Harold C. Ayers

We are in the process of making final settlement with Morrow County in connection with final costs of the Jordan-Keck Canyon Road section of FAS 552. It would be appreciated if you would advise this office whether or not any further engineering charges other than those appearing on the books through October, 1955, are to be expected.

John W. Cattrall
Engineer, County and City Relations

By

John F. Hagemann
Assistant Engineer

JFH:mm

NOTED
J. F. HAGEMANN

NOTED
J. R. JONES

Fas 552

July 29, 1955

NOTED
J. W. CATTRALL

Honorable Garnet Barratt
Morrow County Judge
Court House
Heppner, Oregon

NOTED
J. F. HAGEMANN

NOTED
Harold C. Ayers

Dear Judge:

In answer to your letter of July 21st I offer you the following information:

In connection with the Jordan-Keck Canyon Road section of FAS 552, although the actual work has been completed, the final estimate is being paid the contractor this month. This payment will not appear in our books until next month and a final voucher cannot be presented to the Bureau of Public Roads until all payments to the contractor are entered in our books. It generally takes from one to two months for the B.P.R. to process and pay the final voucher. From this it would appear that it will be at least three months before we would be in a position to make final settlement with the county on the final costs of this job.

The final estimate on the Peters-Messner Junction project has not yet been submitted from the field and it will probably be next year before this project is finalled with the B.P.R.

= Fa [illegible] 991

From the best figures available at this time it would appear that Morrow County will have approximately $50,000 (includes federal, state, and county funds) available for a fiscal year 1957 project which could be contracted in 1956. This $50,000 is an estimate only and will be revised as final costs for the two projects already constructed become available and when the Federal Government notifies Oregon of its actual allocation of federal funds for fiscal year 1957.

It would be desirable for the county to select an additional project at this time so that we could perform any required survey during the winter season. If you wish to meet with a representative of this office to discuss this matter, please advise of a satisfactory date, time, and place.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: John W. Cattrall
Engineer, County and City Relations

JFH:mm

NOTED
J. R. JONES

Fas 552

July 29, 1955

NOTED
J. W. CATTRALL

Honorable Garnet Barratt
Morrow County Judge
Court House
Heppner, Oregon

NOTED
J. F. HAGEMANN

NOTED
Harold C. Ayers

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It would be desirable for the county to select an additional project at this time so that we could perform any required survey during the winter season. If you wish to meet with a representative of this office to discuss this matter, please advise of a satisfactory date, time, and place.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: John W. Cattrall
Engineer, County and City Relations

JFH:mm

GARNET BARRATT, *Judge*
HEPPNER, OREGON
RALPH I. THOMPSON, *Commissioner*
HEPPNER, OREGON
RUSSELL K. MILLER, *Commissioner*
BOARDMAN, OREGON

Morrow County Court
HEPPNER, OREGON

PROBATE COURT
The First Monday in Each Month
COUNTY COURT
The First Wednesday in Each Month
JUVENILE COURT
ROAD DEPARTMENT

July, 21, 1955

NOTED
J. W. CATTRALL

Mr. John W. Cattrall, Engineer
County & City Relations
Oregon State Highway Commission
Salem, Oregon.

NOTED
J. F. HAGEMANN

Dear John:

In order to catch up on county affairs that I have gotten behind on the last four months I have been reviewing the status of the several road projects that Morrow County have been a party to this last year. I note that the Jordon-Keck Canyon Section of the Rhea Creek FAS No. 552 was turned to the county on June, 10, 1955 and the Peters-Messner, Smith Road and Peters road projects NO. 598-599-600 were turned to the county on July, 5, 1955. The Morrow County Court have inspected and accept for maintenance these projects in accordance witha former agreement.

On July, 1, 1955 an advance payment of $ 14,300.00 was sent to the commission as Morrow County's share of the contract and contingency on the Jordon-Keck Canyon project. At that time we were informed that no doubt there would be a refund coming to the county upon the completion of the contract.

As Morrow County is struggling to keep its road program going until road taxes again are available in December, we can use every bit of available cash. We therefore, urge that an accounting on the Rhea Creek project and that of the Peters-Messner projects be made as soon as possible and if there is a refund coming to us that it be made available as soon a s possible.

I have been over both these projects the past two weeks and am very pleased with the construction of both of them. I am especially pleased with the way the Morrow County road department took on the job of hauling the base for the Boardman job. With all the other work we had planned they did a very commendable job of hauling some 39,289 cu. yds. of base rock in order that the contractor could start on schedule. Because I knew the highway department was skeptical of our ability to complete this project as agreed I must call it to your attention.

Page-2- John W. Cattrall

With one exception, the Rhea Creek job is very satisfactory. While the oiling was being done a request was made by our road foreman to the engineer in charge to make sure the approaches from the intersecting county roads were also paved. In spite of two different requests this was not done. Consequently each approach is going to be troublesome until they are paved. This should have been done while the contractor was on the job.

Is it to early for a look at any further FSA projects for this coming year ? I presume that until the present congress comes up with something that everything is indefinite.

Trusting that all is well with you, I remain,

Sincerely,

Garnet Barratt
Morrow County Judge.

RECEIVED
JUL 25 1955
OREGON
STATE HIGHWAY COMMISSION

10(11

OREGON STATE HIGHWAY DEPARTMENT
(date)
July 27, 1955

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
4232	5-Final	Rogers Construction Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
14939	R-128061	$ 1,829.90	7/27/55

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: Sept. 15, 1954

Time Extensions: to June 30, 1955 without penalty

Completion Date: June 10, 1955

Date Accepted: June 30, 1955

Penalties: None of record

Claims: None of record

Remarks:

Date: 7-28-55

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed:
Ruth Rawlings

[illegible]

OREGON STATE HIGHWAY DEPARTMENT
(date)
July 27, 1955

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
4232	5-Final	Rogers Construction Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
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Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: Sept. 15, 1954

Time Extensions: to June 30, 1955 without penalty

Completion Date: June 10, 1955

Date Accepted: June 30, 1955

Penalties: None of record

Claims: None of record

Remarks:

Date: 7-28-55

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed:
Ruth Rawlings

[illegible]

OREGON STATE HIGHWAY DEPARTMENT
(date)
July 27, 1955

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
4232	5-Final	Rogers Construction Co.	
(VOUCHER NO.)	**(WARRANT NO.)**	**(AMOUNT)**	**(DATE)**
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ACCOUNTING DIVISION

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Completion Date: June 10, 1955

Date Accepted: June 30, 1955

Penalties: None of record

Claims: None of record

Remarks:

Date: 7-28-55

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: Ruth Rawlings

gl

RECEIVED
JUL 15 1955
FOR FILING

S-178 (1)
4232

July 14, 1955

CERTIFIED MAIL

The Fidelity & Casualty Company of New York
80 Maiden Lane
New York 8, N. Y.

Gentlemen:

State Highway Contract No. 4232 for work performed on the Jordan-Keck Canyon Road Section on the Rhea Creek Road in Morrow County was completed by the contractor, Rogers Construction Co., on June 10 and was formally accepted by the Highway Commission on June 30, 1955.

Final payment in the amount of $1,829.90 will be released to the contractor on or after July 25, 1955. The total contract amount is $60,996.57 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Pallett,Fisher & Carlo,Inc.
U.S. National Bank Bldg.
Portland 4, Oregon

NOTED ON CARD

J

6

RECEIVED
JUL 5 - 1955
FOR FILING

3-170 (1)
4232

July 5, 1955

CERTIFIED MAIL

The Fidelity & Casualty Co. of New York
80 Maiden Lane
New York 8, N. Y.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Rogers Construction Co. on contract No. 4232, covering the Jordan-Keck Canyon Road Section of the Rhea Creek Road in Morrow County.

This payment, in the amount of $7,618.99, will be released to the contractor on or after July 15, 1955. The retained percentage is $1,829.90.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Pallett,Fisher & Carlo,Inc.
U. S. National Bank Bldg.
Portland 4, Oregon

NOTED ON CARD

NOTED
V. R. JONES

NOTED
Harold C. Ayers

June 15, 1955

NOTED
J. W. CATTRALL

Morrow County Court
Court House
Heppner, Oregon

NOTED
J. F. HAGEMANN

Gentlemen:

This is to advise you that work on Contract No. 4232, Jordan-Keck Canyon Road section of the Keck Canyon Road, FAS 552, in Morrow County was completed on June 10, 1955.

Under the terms of the maintenance agreement signed by the Court on June 9, 1954 and by the Highway Commission on June 23, 1954, the County assumed maintenance of and continued jurisdiction over the above project as of the date of completion.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JDG:mm

RECEIVED
JUN 15 1955
FOR FILING

S-170(1)
4032

June 14, 1955

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on June 10, 1955 on Contract No. 4232, Jordan-Keck Canyon Road Section, in Morrow County, in connection with Federal Aid Project No. S-170(1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DGP:eb

cc: John Cattrall

RECEIVED
JUN 15 1955
FOR FILING

S-170(1)
4232

2

June 14, 1955

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on June 10, 1955 on Contract No. 4232, Jordan-Keck Canyon Road Section, in Morrow County, in connection with Federal Aid Project No. S-170(1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DGP:ah

cc: John Cattrall

RECEIVED
JUN 15 1955
FOR FILING

S-170(1)
4232

2

June 14, 1955

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on June 10, 1955 on Contract No. 4232, Jordan-Keck Canyon Road Section, in Morrow County, in connection with Federal Aid Project No. S-170(1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DSP:cb

cc: John Cattrall

5-170(1)

Form E-1

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

M

For Week Ending June 17, 1955

Section Jordan-Keek Canyon

Kind of work Oil Mat Surfacing

Highway Rhea Creek County Road

Section prefix 525-1026

Contractor Rogers Construction Co.

Contract number 4232

Date of contract July 2, 1954

Date of completion Sept. 15, 1954

Date work started August 2, 1954

Estimated date of completion June 8, 1955

Amount of contract $63,524.70

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $ 61,117.04

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 2576.26, 50.6 %

Date project was completed June 8, 1955

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Work on this project consisted of finaling out the project. This semi-final will be sent in immediatly which will complete this project.

NOTED
H. G. SMITH

NOTED
OSCAR CUTLER

NOTED
FORREST COOPER

NOTED
W. T. WRIGHT

RECEIVED
1955
OFFICE OF
CONSTRU[illegible]

Signed Resident Engineer

Address Pendleton, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		7.77		7.77	
Miles partially completed		7.77		7.77	
Miles completed		7.77		7.77	
Total estimated quantities		20,030 CY		350 Tons Asph Oil 2994 CY Aggr.	
Estimated quantities moved or placed to date		20,030 CY		350 Tons Asph. Oil 299 4 CY Aggr.	
Average daily quantities					
Average daily quantities necessary to complete project on time		Complete.		Complete	
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Warm		
Tuesday	Fair		
Wednesday	Warm		
Thursday	Warm		
Friday	Warm		
Saturday			

STATE PRINTING

RECEIVED
NOV 15 1954
FOR FILING

5-[illegible]
48 [illegible]

November 9, 1954

Rogers Construction Co.
11760 N. E. Glisan St.
Portland 16, Oregon

Gentlemen:

The State Highway Commission at its meeting held on October 28, 1954 had under discussion your request for an extension of time, from September 15, 1954 to June 30, 1955, within which to complete your contract No. 4732, for surfacing on the Jordan-Keck Canyon Road Section of the Rhea Creek Road in Morrow County.

We are pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

[illegible] Glaisyer, Secretary
[illegible] HIGHWAY COMMISSION

By
Lloyd uery, Assistant Secretary

cl

cc: [illegible] Parson,
Division Engineer

[illegible] Hodge,
Resident Engineer

[illegible] C. Smith,
Construction Engineer

RECEIVED
OCT 25 1954
FOR FILING

S-170-(1)
42[illegible]

October [illegible], 1954

Request for extension of time
No. 29
October 27 and 28 [illegible]

Oregon State Highway Commission:

Gentlemen:

Herewith is a request from [illegible] Construction Company for an extension of time on the Jordan-Rock Canyon Road, Contract No. [illegible], from September [illegible], [illegible], to June 30, [illegible].

The surfacing and binder course have been completed, but, because of the lateness of the season, the engineer ordered that the oiling be deferred until next spring.

I recommend that the extension be granted without penalty, and Mr. [illegible] of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

[illegible]
Acting State Highway Engineer

Encl.
cc Mr. H. G. Smith

EAP hi

Form PR 2 (Revised 1950)

1-7-13

State Oregon

Federal Aid Secondary

Project No. S-170(1)

U. S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 8th day of October, 1954, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 10th day of May, 1954, a program, which was approved on the 1st day of June, 1954, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were approved by the District Engineer of the Bureau of Public Roads on the 8th day of June, 1954; and

Whereas the District Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of forty-three thousand, four hundred and 00/100 dollars ($43,400.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

13.00
13.00

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

A4.62

GPO 16—11379-5

- FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State **Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939.** (Include date and citation of act of legislature by which authorized)

(*b*) From other sources **Cash deposited by Morrow County with the Highway Department.**

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between **survey station 0+08 in the NW 1/4, Section 12, T. 1 S., R. 24 E., W.M., and survey station 410+45.91 in the NE 1/4, Section 14, T. 2 S., R. 24 E., W.M., except stations 0+88 - 1+09, 5+59.5 - 5+93.5, and 394+59 - 395+13,** length **7.751** miles, in **Morrow** County, being **Oregon Federal Aid / Secondary** project No. **S-170(1)**, consisting of **7.751** miles of roadway and **no** bridges, ~~each~~ of more than 20 feet clear span,

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of forty-three thousand, four hundred and 00/100 dollars ($43,400.00), which does not exceed the authorized Federal pro rata share of seventy thousand, twenty-six and 00/100 dollars ($70,026.00), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Bureau of Public Roads shall from time to time submit vouchers to the Secretary of the Treasury for the payment to

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws of 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest

SECRETARY

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Ben R. Chandler
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By
Acting *Division Engineer,*
Bureau of Public Roads.

313.00
313.00

RECEIVED
OCT 7 1954
DIVISION 8

OCT 13 1954

AUG 31 1954

Oregon State Highway Department

Federal Aid Secondary
Project No. S-170 (1)

JORDAN-KECK CANYON ROAD SECTION
OF THE RHEA CREEK ROAD IN MORROW COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 4, 1954

Type Code 3210
Roadway (Sta. 0+08 to Sta. 410+45.91)(Contract No. A232)

15,600	cu. yds.	2½" - 0 Rock in Base	$ 1.70	$26,520.00
6,400	cu. yds.	3/4" - 0 Rock in Base and Shoulders	1.75	11,200.00
560	M-gal.	Sprinkling	3.00	1,680.00
780	cu. yds.	3/4" - 0 Rock in Binder Course	2.75	2,145.00
130	tons	MC-2 Asphalt in Binder Course	43.00	5,590.00
2,420	cu. yds.	Furnishing and Placing Aggregates	2.75	6,655.00
150	tons	Furnishing and Placing 150-200 Asphalt	40.00	6,000.00
90	tons	Furnishing and Placing RS-1 Asphalt	43.00	3,870.00
			Subtotal	$63,660.00
			10% Engr. & Cont.	6,366.00
			Total	$70,026.00

Length of Roadway	7.751 miles
Length of 3 Structures	0.021 mile
Total Length	7.772 miles
Cost of Roadway per Mile	$9,034.44

Federal Funds	$43,400.00	
State Funds	13,813.00	13313.00
County Funds	13,813.00	13313.00
	$70,026.00	

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
Funds for Maintenance: Chap. 529, laws 1939

Note: Cash has been deposited by Morrow County with the Highway Department.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-170 (1)

JORDAN-KECK CANYON ROAD SECTION
OF THE RHEA CREEK ROAD IN MORROW COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, June 3, 1954

Type Code 3210
Roadway (Sta. 0+08 to Sta. 410+45.91)

15,600	cu. yds.	2½" - 0 Rock in Base	$ 1.85	$28,860.00
6,400	cu. yds.	3/4" - 0 Rock in Base and Shoulders	2.20	14,080.00
560	M-gal.	Sprinkling	2.50	1,400.00
780	cu. yds.	3/4" - 0 Rock in Binder Course	3.25	2,535.00
130	tons	MC-2 Asphalt in Binder Course	40.00	5,200.00
2,420	cu. yds.	Furnishing and Placing Aggregates	3.75	9,075.00
150	tons	Furnishing and Placing 150-200 Asphalt	38.00	5,700.00
90	tons	Furnishing and Placing RS-1 Asphalt	40.00	3,600.00
			Subtotal	$70,450.00
			10% Engr. & Cont.	7,045.00
			Total	$77,495.00

Length of Roadway	7.751 miles
Length of 3 Structures	0.021 mile
Total Length	7.772 miles
Cost of Roadway per Mile	$9,998.06

Federal Funds- -	$46,200.00
State Funds- -	15,400.00
County Funds -	15,895.00
	$77,495.00

RECEIVED
OCT 6 - 1954
FOR FILING

S-170 (1)
[illegible]

October 4, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the Jordan-Keck Canyon Road, Contract No. 4232, Oregon S-170 (1), from September 15, 1954 to June 30, 1955, to Rogers Construction Company, contractor.

The surfacing and binder course have been completed on this project, however, the engineer ordered that the final oiling not be done due to the lateness of the season, I therefore, recommend that the extension be granted without penalty.

Very truly yours,

W. C. Williams
Deputy State Highway Engineer

cc to: H. G. Smith

RECEIVED
OCT 6 - 1954
FOR FILING

S-170 (1)

4232

October 4, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

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Very truly yours,

W. C. Williams
Deputy State Highway Engineer

cc to: H. G. Smith

RECEIVED
OCT 6 - 1954
FOR FILING

S-170 (1)
4232

October 4, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

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The surfacing and binder course have been completed on this project, however, the engineer ordered that the final oiling not be done due to the lateness of the season, I therefore, recommend that the extension be granted without penalty.

Very truly yours,

W. C. Williams
Deputy State Highway Engineer

cc to: H. G. Smith

RECEIVED
SEP 9 - 1954
FOR FILING

S-170 (1)
4232

September 8, 1954

Mr. W. O. Widdows
Sign Engineer
State Highway Building
Salem, Oregon

Dear Sir:

To conform with requirements of the Bureau of Public Roads, it will be necessary to install reflectorized cross-buck signs and reflectorized advance warning signs at the grade crossing of the Heppner Branch Line railroad tracks with the Rhea Creek County Road near the town of Jordan.

The crossing referred to is at Station 1+83 on the Jordan Creek-Keck Canyon Road Project, in Morrow County, Contract No. 4232.

The signs should be installed before completion of the project, which is estimated to be September 15, 1954. Expense should be charged to Prefix 525-1026. The Federal Aid Project is S-170 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

JAH:dw

RECEIVED
SEP 9 - 1954
FOR FILING

S-170 (1)
4232

September 8, 1954

Mr. W. O. Widdows
Sign Engineer
State Highway Building
Salem, Oregon

Dear Sir:

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The crossing referred to is at Station 1+83 on the Jordan Creek-Keck Canyon Road Project, in Morrow County, Contract No. 4232.

The signs should be installed before completion of the project, which is estimated to be September 15, 1954. Expense should be charged to Prefix 525-1026. The Federal Aid Project is S-170 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

JAH:dw

RECEIVED
SEP 9 - 1954
FOR FILING

FORM 2104
10-53-5M

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

A. McALLISTER
GENERAL MANAGER
NORTHWESTERN DISTRICT

828 PITTOCK BLOCK
PORTLAND 5, OREGON

September 3, 1954

C 321-2-6

Mr. R. H. Baldock,
State Highway Engineer,
State Highway Department,
Salem, Oregon.

Dear Sir:

Your letter of August 26th, in regard to installing standard cross-buck signs at crossing No. 2F-31.2, near Lexington, Oregon:

We are agreeable to this installation on the basis outlined by you with the understanding that the post will be painted white.

Yours truly,

A. McAllister

RECEIVED
SEP 7 1954
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 27 1954
FOR FILING

August 26, 1954

Mr. E. H. Bailey
General Manager, Northwest District
Union Pacific Railroad Company
828 Pittock Block
Portland 5, Oregon

Dear Sir:

Under authority of Order No. 7058, issued by the Public Utilities Commissioner of the State of Oregon on December 27, 1939, we propose to install reflectorized cross-buck and reflectorized advance warning signs at the grade crossing of your Heppner Branch Line tracks with the Rhea Creek County Road about 5½ miles northwest from the town of Lexington in Morrow County, Oregon.

We propose to install our standard cross-buck signs, which consist of scotch-lighted aluminum cross arms bolted to a 6"x6"x16' cedar post.

The crossing referred to is 5.5 miles northwest from the town of Lexington and is known by your identification as crossing No. 2F-31.2.

May we have your consent to make this installation with the understanding that the maintenance of the cross-buck signs after installation will be a responsibility of your company, as provided in the P. U. C. Order mentioned.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

[illegible]:ch
JAH.

RECEIVED
AUG 27 1954
FOR FILING

August 26, 1954

Mr. E. H. Bailey
General Manager, Northwest District
Union Pacific Railroad Company
828 Pittock Block
Portland 5, Oregon

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We propose to install our standard cross-buck signs, which consist of scotch-lighted aluminum cross arms bolted to a 6"x6"x16' cedar post.

The crossing referred to is 5.5 miles northwest from the town of Lexington and is known by your identification as crossing No. 2F-31.2.

May we have your consent to make this installation with the understanding that the maintenance of the cross-buck signs after installation will be a responsibility of your company, as provided in the P. U. C. Order mentioned.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

1/7:eh
JAH.

RECEIVED
AUG 11 1954
FOR FILING

S-170(1)

4232

August 10, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on August 2, 1954 on Contract No. 4232, Jordan-Keck Canyon Road Section, in Morrow County, in connection with Federal Aid Project No. S-170 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DBP:dw

R

RECEIVED
AUG [illegible]
FOR FILING

S-170 (1)

4232

August 5, 1954

Rogers Construction Co.
11760 N. E. Glisan St.
Portland 16, Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 4232, which was awarded to you on July 2 by the State Highway Commission, for oil mat surfacing on the Jordan-Keck Canyon Road Section of the Rhea Creek Road in Morrow County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

Form A-150 10M 2-54

INVOICE

Oregon State Highway Department

Salem, Oregon

NOTED
Harold C. Ayers

Invoice No. 34562

Date July 12, 1954

Your Req. No.

Billing Request No. OC 97

Credit distribution: 525-1026-897

Morrow County
Heppner, Oregon

Attn: County Court

NOTED
V. R. JONES

Advance Deposit	14,300.00
Jordan-Keck Canyon Road county FAS project in Morrow County, covered by agreement dated June, 1954. Partial transfer of county's share of total costs.	11,000.00
To be retained	$ 3,300.00

NOTED
J. F. HAGEMANN

RECEIVED
JUL 13 1954
ENGINEER
C[illegible] RELATIONS

[illegible] BILLING REQUEST

[illegible] $

By

Asst. Engr., County and City Relations

JFH:MM

cc: Mr. S. H. Probert

NOTED
J. F. HAGEMANN

Salem, Oregon
July 2, 1954

NOTED
V. R. JONES

NOTED
Harold C. Ayers

Mr. W. C. Williams
OFFICE

We have received this date Morrow County's advance deposit of $14,300 in connection with the Jordan-Keck Canyon Section of FAS 552. This project is now clear for award of a contract.

John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM

cc: Mr. S. H. Probert

NOTED
J. F. HAGEMANN

NOTED
Harold C. A[illegible]

July 2, 1954

Morrow County Court
Court House
Heppner, Oregon

NOTED
V. R. JONES

Gentlemen:

This is to acknowledge receipt of an advance deposit of $14,300 in connection with the Jordan-Keck Canyon Road section of FAS 552. Contract No. 4232 was awarded to Rogers Construction Company this date and a copy will be forwarded as soon as available.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM

NOTED
J. F. HAGEMANN

GARNET BARRATT, *Judge*
HEPPNER, OREGON

RALPH I. THOMPSON, *Commissioner*
HEPPNER, OREGON

RUSSELL K. MILLER, *Commissioner*
BOARDMAN, OREGON

Morrow County Court
HEPPNER, OREGON

PROBATE COURT
The First Monday in Each Month
COUNTY COURT
The First Wednesday in Each Month
JUVENILE COURT
ROAD DEPARTMENT

July, I, I954

NOTED
J. F. HAGEMANN

NOTED
Harold C. Ayres

RECEIVED
1954
ENGINEER

Oregon State Highway Commission
State Highway Building
Salem, Oregon.

Attention: John F. Hagemann ✓

NOTED
V. R. JONES

Dear Mr. Hagemann:

In accordance with your communication of June, 25th, regarding the county share of the contract bid and engineering & contingency, on the Jordon-Keck Canyon Section of the Rhea Creek Road Project in Morrow County, totaling $7I,6I7.50, of which the county share approximates, $I4,300.00 we are enclosing two drafts in the amount of $7,568.I4 and $6,73I.86 as an advance deposit to cover the countys 20% as per former agreement.

We were very much pleased with the final outcome of the bidding on this project, but much disappointed that the extra mile that we desired hadn't been in the program as there was approximately $6,000.00 that could have been used this year. In all probability we will make contact with Rogers and Company and negotiate with them to complete the additional mile with county funds in order that the oil could be placed to the junction with the Clarks Canyon intersection.

I wish to also acknowledge the receipt of your letter of the 29th wherein you advised of the amount of funds that will be available to Morrow County for the years I956 and I957 from Federal and State Funds. This is very encouraging to us and may enable us to set up a job on a one year basis.

With appreciation for your courtesies of the past,

I am,

Sincerely,
Garnet Barratt
Garnet Barratt
Morrow County Judge.

Enc: Drafts

ck. # 2665 $7,568.14 [illegible]
" # 2666 – 6,731.86 [illegible]
rec'd 7.2.54
7.2.54

In Sunny Eastern Oregon Where Agriculture Flourishes

June 25, 1954

NOTED
V. R. JONES

Morrow County Court
Court House
Heppner, Oregon

Gentlemen:

On June 23rd the Highway Commission received a satisfactory bid from Rogers Construction Company of Portland for constructing the Jordan-Keck Canyon Road Section of FAS 552. As per the agreement between the State and County, an advance deposit of 20% of the estimated total cost based on the low bid is required from the County prior to award of a contract. The amount of this deposit is as follows:

Bid Items	$63,660.00
12-1/2% Engineering & Contingencies	7,957.50
Estimated Total Cost	$71,617.50
Advance Deposit 20% of $71,617.50=$14,323.50 or say	$14,300.00

Please make this deposit by means of a warrant or check in the amount of $14,300, payable to the Oregon State Highway Commission, forwarding same to this office. Upon receipt of said deposit a contract will be awarded. Your immediate attention to this matter will be appreciated.

Based on the above estimate, Morrow County will have an available balance from fiscal year 1954-1955 FAS funds of approximately $6,000 (includes federal, state, and county funds).

Very truly yours,

R. H. Baldock
State Highway Engineer

By: John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM

RECEIVED
FOR FILING
5-19-(1)
42-[illegible]

AGENDA
AUG 9 1954
20-10

July 2, 1954

Rogers Construction Company
11760 N. E. Glisan Street
Portland, Oregon

Gentlemen:

The State Highway Commission on June 23, 1954 accepted your proposal for 7.77 miles of rock base and oiling on the Jordan-Keck Canyon Section of the Rhea Creek County Road, about six miles westerly of Lexington in Morrow County for the sum of $63,660 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 4232.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mc:
cc: R. G. Savage (SIAC)
H. G. Smith
S. H. Probert
Goldie Lewis

E.R.

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a full rate telegram
FULL RATE TELEGRAM ☐
DAY LETTER ☐
NIGHT LETTER ☐

$
S
E

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206 10-51

INTERNATIONAL SERVICE
Check the class of service desired; otherwise the message will be sent at the full rate
FULL RATE ☐
LETTER TELEGRAM ☐
SHIP RADIOGRAM ☐

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
July 2, 1954
11:58 a.m.

Rogers Construction Co.
11760 N. E. Glisan Street
Portland, Oregon

Contract for rock base and oiling Jordan-Keck Canyon Section of the Rhea Creek County Road, Morrow County, for which you submitted low bid on June 23, 1954, awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

cc: Confirmation
Accounting (5003-900)
Files ✓
C. W. Head

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
JUL 6 1954
OREGON
STATE HIGHWAY COMMISSION

File

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

July 2, 1954

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired for Oregon Project S-170 (1), Jordan-Keck Canyon Section of the Rhea Creek Road in Morrow County, we hereby concur as of this date in award of contract to Rogers Construction Co. of Portland, Oregon, low bidder in the amount of $63,660.00 at the June 23, 1954 bid opening.

Very truly yours,

CGPolk
C. G. POLK
District Engineer

RECEIVED
JUL 6 1954
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 7 - 1954
FOR FILING

4272

July 2, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for rock base construction and oiling on the Jordan-Keck Canyon Section of the Rhea Creek County Road in Morrow County, Project S-170 (1), to the Rogers Construction Co. of Portland, Oregon, on the basis of the bid of $63,660 submitted on June 23, 1954.

All rights of entry required for this contract are acquired.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

SHP:tp

FORM E-30 20M 9-51 52319

S-170(1)

4 2 2

OREGON STATE HIGHWAY DEPARTMENT
Salem, Oregon
INTER-DEPARTMENT CORRESPONDENCE
July 2, 1954

To: Mr. W. C. Williams
OFFICE

SUBJECT:

NO
W. C. WILLIAMS

We have received this date Morrow County's advance deposit of $14,300 in connection with the Jordan-Keck Canyon Section of FAS 552. This project is now clear for award of a contract.

John F. Hage
John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM

cc: Mr. S. H. Probert

RECEIVED
[illegible]
FOR FILING

June 29, 1954

County Court of Morrow County
Court House
Heppner, Oregon

Gentlemen:

We are enclosing herewith for the records and files of Morrow County one fully executed copy each of a Maintenance Agreement and Finance Agreement between the State Highway Commission and Morrow County covering the Jordan-Keck Canyon Road Section county FAS project in Morrow County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 2

RECEIVED
FOR FILING

4222

194

Salem, Oregon
June 29, 1954

Mr. John W. Cattrall
City & County Relations Dept.
Office

Attached for further handling are four certified copies of a Maintenance Agreement and one conformed copy of a Finance Agreement with Morrow County covering the Jordan-Keck Canyon Road Section county FAS project in Morrow County.

The original of each of the above agreements has been retained in this office for the Commission's files and a fully executed copy of each has been sent to the County Court of Morrow County.

Very truly yours

Secretary

rn
Attach: 5

REFERRED TO
BY SECRETARY

FORM E-90 25M 9-51 83315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 14, 1954

SUBJECT: FAS 552, Morrow County

To: Mr. W. C. Williams
OFFICE

L

REFERRED TO
Glaisyer
BY DEPUTY STATE HIGHWAY ENGINEER

Attached are three copies of a finance agreement covering the Jordan-Keck Canyon Road Section county FAS project in Morrow County. Two copies of the agreement have been executed by the proper county officials and are now ready for presentation to the Highway Commission. Both copies require your signature of approval.

Also attached are six copies of a maintenance agreement covering the Jordan-Keck Canyon Road Section project. After signature by the Highway Commission, please return four either certified true or fully executed copies to this office for transmittal to the B.P.R.

The Jordan-Keck Canyon Road Section project was approved by the Highway Commission on January 21, 1953.

John W. Cattrall
Engineer, County and City Relations

By

John D. Graham
Office Engineer

JDG:MM
Att.

AUTHORIZED BY HIGHWAY COMMISSION
DATE January 21, 1953
Secretary

RECEIVED
JUN 15 1954
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 25 1954
FOR FILING

5-170(1)
4252

June 25, 1954

Rogers Construction Company
760 N. E. Glisan Street
Portland, Oregon

Gentlemen:

The State Highway Commission on June 23, 1954 accepted your bid in the amount of $63,668.00 for rock base and oiling on the Jordan-Keck Canyon Section of the Rhea Creek County Road about six miles westerly of Lexington in Morrow County, which was the low bid received for that job. The Commission referred the bid to the Engineer with authority to award the contract to you as soon as certain conditions have been satisfied.

I enclose for your immediate information a copy of the proposal form pertaining to this job for use by you pending receipt of the contract and bond forms. Your attention is particularly called to the paragraphs on page 5 under the heading "Restriction on Commencement of Work".

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr

cc S. H. Probert
H. G. Smith
R. G. Savage, SIAC

Enclosure

P

OREGON DISTRICT

5-170( )

4232

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

June 8, 1954

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Re: Oregon Project FAS 170
Rhea Creek Road

Dear Sir:

The sketch map, subject project, dated February 1954, is approved today, subject to the following conditions:

That the railroad grade crossing within the limits of the project shall be eliminated or adequately protected in accordance with General Administrative Memorandum No. 63.

That adequate signs and protective devices be installed warning of the narrow and/or otherwise substandard bridges on the route until such time as new bridges are constructed.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

JFH:MM
Encl.

Asst. Engr., County and City Relations

RECEIVED
FOR FILING

OREGON DISTRICT
S-170(1)
4232

S-170(1)

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

June 8, 1954

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved P. S. and E. documents for Oregon Project S-170(1), Jordan-Keck Canyon Road Section of the Rhea Creek Road. This is to authorize your advertising for bids.

Approval of the P. S. and E. and authorization for advertising are given with the understanding that the existing bridge at Station 5+76 will be adequately signed to protect traffic until such time as the present deck can be satisfactorily reinforced or replaced with a new and heavier deck.

Award of contract will be withheld pending notification that all rights of way or rights of entry havebeen acquired.

Please furnish the usual copies of County maintenance and encroachment resolutions to cover this project.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

RECEIVED
JUN 11 1954
STATE H[illegible]

Asst. Engr., County and City Relations

JFH:MM
Encl.

NOTED
V. R. JONES

NOTED
Harold C. Ayers

NOTED
V. R. JONES

J. F. HAGEMANN

June 7, 1954

Morrow County Court
Court House
Heppner, Oregon

Gentlemen:

Enclosed are two copies of an agreement covering finances, six copies of a maintenance agreement, six copies of an encroachment resolution, and a set of plans and specifications in connection with the Jordan-Keck Canyon Road Section of the Rhea Creek County Road, FAS 552, upon which bids will be accepted June 23rd.

The finance agreement covers state and county participation in costs and provides for an advance deposit to be made by the county after the low bid has been determined and prior to award of a contract. This agreement provides that the county will pay all costs in excess of $77,000 which represents the estimated total fiscal year 1954 and 1955 funds available to Morrow County. The estimated cost of this project is $79,300; however, the low bid received plus 12-1/2% for engineering and contingencies will be the basis for the county's deposit. You will be notified immediately after bids have been received of the amount of the advance deposit required.

The maintenance agreement and encroachment resolution are standard forms required by the Bureau of Public Roads in connection with projects of this nature. The maintenance agreement provides that the county agrees to maintain the completed project in a manner satisfactory to the B.P.R., and the encroachment resolution provides that the county will permit no encroachments on the right of way which will permanently interfere with the free and convenient flow of traffic.

The set of plans and specifications is for your information and records. The specifications provide that the project shall be completed not later than September 15, 1954.

If satisfactory, please sign, have the County Clerk attest, and return all copies of both agreements and five copies of the resolution to this office. After signature by the Highway Commission, a fully executed copy of each agreement will be returned. Please mail the signed agreements and resolution so as to arrive in this office not later than June 18th.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM
Encl.

RECEIVED
JUN 8 [illegible]
FOR FILING

S-17 (1)
402

FAS 170

June 7, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are sending under separate cover four copies of project statement map for the Rhea Creek Road Section, Project No. FAS 170.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

JWM:gs

ROAD
COUNTY
PROJECT NO. F.A.S. 170

LEXINGTON

IONE
LEXINGTON
BRIDGE NO 1
T.1S.
T.2S.
BRIDGE NO 3

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FOR FILING

S-17 (1)

4222

170 (1)

June 3, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to assure you that prior to completion of the proposed construction of the Jordan-Keck Canyon Road Section of the Rhea Creek County Road (Project S-170 (1)), in Morrow County, the State will see that reflectorized cross-buck signs and reflectorized advance warning signs are installed at the railroad grade crossing as required by G. A. M. No. 63.

The crossing referred to is near the north end of the project at Station 1+83.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

JAH:gs

NOTED
V. R. JONES

NOTED
Harold C. Ayers

May 20, 1954

Honorable Garnet Barratt
Morrow County Judge
Court House
Heppner, Oregon

Dear Judge:

I tried to call you at the Court House this afternoon and was advised by the telephone operator that you were in the hospital. I hope it is nothing serious.

The matter I called about was the proposed Jordan-Keck Canyon project. The field data finally reached Salem and we are preparing the plans and specifications so as to accept bids at the next Commission meeting - June 23-24.

The project as designed in the field calls for an 18' oil mat with 2' shoulders for a total top width of 22'. In negotiating with you we had been figuring on an 18' oil mat with 1' shoulders for a total top width of 20'. The estimate for the 22' total top width is $80,000. The reason I called was to see if you wanted to let it go at 22' or cut it to a 20' top width. This would result in reducing the estimate by approximately $2,000.

As I was unable to contact you, I took the responsibility of advising the construction division to proceed on the 22' width sent in from the field as the $80,000 estimate was some $2,000 less than that furnished you when you decided to set the south limit of the project at the Keck Canyon Road.

If you would prefer that we cut the top width to 20' please advise as soon as possible as it can still be changed.

I might add that we used rock-bottom unit prices in arriving at the above estimated total cost and do not anticipate much in the way of lower bids.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM

NOTED
V. R. JONES

NOTED
Harold C. Ayers

Salem, Oregon
May 18, 1954

FAS 552, Morrow County
Jordan-Keck Canyon Road Project

Mr. H. G. Smith
Construction Engineer

Attention: Mr. E. A. Pease

The field data for the Jordan-Keck Canyon Road project in Morrow County has been examined by this office and found to be consistent with the project as proposed by the county with the following exceptions: The field specifications provide for quarry run rock in the 4" deep bottom course base. The present design was set by the Soils Division with the understanding that 2-1/2" - 0" crusher run rock was to be used in this bottom course base and it is suggested that the job be revised along these lines. It is also suggested that the quantity of 3/4"-0" rock in base and shoulders be revised to eliminate shoulder rock. As the mat to be placed is an 0-9, it is felt that shoulder rock would not be required and shoulders could be established by feathering with a blade.

Morrow County has $77,000 of available FAS funds for this project and has indicated that it would be willing to put an additional $5,000 into the project. When the design has been established and a revised estimate is available, it would be appreciated if you would advise this office.

Every effort should be made to place this job on the June letting.

John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM

cc: Mr. V. G. O'Neil

ARNET BARRATT, *Judge*
HEPPNER, OREGON
ALPH I. THOMPSON, *Commissioner*
HEPPNER, OREGON
USSELL K. MILLER, *Commissioner*
BOARDMAN, OREGON

Morrow County Court

HEPPNER, OREGON

PROBATE COURT
The First Monday in Each Month
COUNTY COURT
The First Wednesday in Each Month
JUVENILE COURT
ROAD DEPARTMENT

NOTED
V. R. JONES

RECEIVED
APR 1 1954
ENGINEER
[illegible]

[illegible], [illegible]

NOTED
[illegible]

NOTED
J. F. HAGEMANN

[illegible]

Dear Mr. [illegible]:

[illegible]

[illegible]

The Morrow County Court [illegible]

[illegible] six and one half miles.

Our [illegible]

[illegible]

Garnet Barratt

[illegible] Barratt, [illegible] County Judge.

In Sunny Eastern Oregon Where Agriculture Flourishes

NOTED
V. R JONES

Salem, Oregon
March 30, 1954

Mr. H. G. Smith
Construction Engineer

NOTED
Harold C. Ayers

After conferring with the Morrow County Court on the proposed county FAS project on FAS 552 (Rhea Creek Road) in that county, the Court has approved our design as set forth in Mr. Webber's letter to Division V of March 18th and has requested that the project begin at the junction with the Heppner Highway at Jordan and extend southerly to the Keck Canyon Road (signed as road to Eightmile), a distance of 7.6 miles. (See attached map.)

It is my understanding that only 6.3 miles of this section has been surveyed and every effort should be made to survey the 1.3 mile balance so as to be able to accept bids at the June Commission meeting.

John F. Hagemann
Asst. Engr., County and City Relations

[redacted]

cc: Virgil O'Neil
Division V, La Grande
Ray Webber

FORM E-30 25M 9-51 52318

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

NOTED
V. R. JONES

Salem, Oregon
March 18, 1954

SUBJECT:

To: Mr. A. F. Parson
Division Engineer
State Highway Department
La Grande, Oregon

NOTED
Harold C. Ayers

Dear Sir:

Reference is made to the Jordan-Clark Canyon Road Section of FAS 552, in Morrow County.

A change has occurred since my letter of yesterday regarding the base design for this project.

Rather than expend existing conditions to meet a design for medium traffic it has been decided to make a design based upon light traffic. The following design is now suggested:

Allowance for exist surfacing	1¼	Inches
Crushed rock base	4	"
3/4"-0 Level course	1½	"
C-9 Oil mat	3/4	"
Total	7½	Inches

You will note that the allowance for existing surfacing ~~is~~, which contains considerable soil, is 1¼". The reason for this is the proximity of this soil to the oil mat.

Very truly yours,

Roy Webber
Ass't. Construction Engineer

RW:of

cc to: H. G. Smith
J. F. Hagemann

NOTED
HAGEMANN

NET BARRATT, *Judge*
HEPPNER, OREGON
PH I. THOMPSON, *Commissioner*
HEPPNER, OREGON
SSELL K. MILLER, *Commissioner*
BOARDMAN, OREGON

Morrow County Court
HEPPNER, OREGON

PROBATE COURT
The First Monday in Each Month
COUNTY COURT
The First Wednesday in Each Month
JUVENILE COURT
ROAD DEPARTMENT

NOTED
V. R. JONES

NOTED
Harold C. Ayers

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3/23/54
ything arranged
J.F.H.

March, 8, 1954

RECEIVED
MAR 9 1954
ENGINEER
[illegible]

Mr. John W. Cattrall, Engineer
County and City Relations
State Highway Department
Salem, Oregon.

Dear John:

Since a telephone conversation with Fred Wagurman on January, 8, 1954 regarding the amount of tonnage of a heavy nature that would travel the proposed Rhea Creek county road and his statement that a proposal had been made for a fifteen inch base on that road, we have had no definite report as to the actual specifications.

Through members of the survey party rumor has it that the specs will call for at least a twelve inch base and a three inch binder and oil surface. Allowing the present base a depth of five inches and proposing an additional base of at least seven inches more of base material, or a total additional 20,000 cu.yds. of base material.

We are progressing with the widening of this thoroughfare to a minimum of 26 feet and expect to complete this project the full nine miles, or to a point where the Rhea Creek Road intersects the county road coming in from the Clarks Canyon road at the Arthur Keene ranch, within the month.

As we consider ourselves still a party to the improvement of this road under the Federal Secondary Act we would appreciate a concrete and definite understanding as to the final specifications and opportunity to at least represent the county in a final agreement as to the type of road that can be built, consistent with state and bureau standards and type of traffic that normally uses this road.

The Morrow County Commissioners have requested me to write this letter and ask for a meeting at which time a definite agreement may be arrived at that will dispell any rumor or misunderstanding. We will await any suggestion you may have.

Sincerely,
Garnet Barratt
Garnet Barratt, Morrow County Judge.

In Sunny Eastern Oregon Where Agriculture Flourishes

FORM E-20 25M 9-51 52319

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
September 14, 1953

NOTED
J. F. HAGEMANN

SUBJECT:

RECEIVED

To: Mr. N. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Dear Sir:

NOTED
Harold C. Ayers

With reference to your letter of June 12, 1953 in regard to the modification in plans on FAS Project #552, Rhea Creek Road, extending from Jordan to the Clark Canyon Road.

As suggested in your letter, we have had our Soils Engineer inspect this project during the wheat hauling season, and he makes the following report:

1. The hauling of wheat has little or no effect on the road.
2. Spring hauling does cause some breakup.
3. There is about 3" of gravel on the road at stations where tested.
4. There are a few points where the gravel is absorbed by the soil.

He also suggests the soil survey should include:

a. Soil sample taken about every mile.
b. Surface depth be taken every ½ mile.
c. Sample on pre-mentioned failures.

We will continue this soil survey as soon as the survey gets under way.

Very truly yours,

E. G. Bickmore
Assitant Div. Engineer

NOTED
FORREST COOPER

EGB/pc

RECEIVED
CONSTR[illegible]

Morrow County
[illegible] 552

FORM E-30 25M 9 51 92318

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
September 14, 1953

NOTED
J. F. HAGEMANN

SUBJECT:

RECEIVED

To: Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Dear Sir:

NOTED
Harold C. Ayers

With reference to your letter of June 12, 1953 in regard to the modification in plans on FAS Project #552, Rhea Creek Road, extending from Jordan to the Clark Canyon Road.

As suggested in your letter, we have had our Soils Engineer inspect this project during the wheat hauling season, and he makes the following report:

1. The hauling of wheat has little or no effect on the road.
2. Spring hauling does cause some breakup.
3. There is about 3" of gravel on the road at stations where tested.
4. There are a few points where the gravel is absorbed by the soil.

He also suggests the soil survey should include:

a. Soil sample taken about every mile.
b. Surface depth be taken every ¼ mile.
c. Sample on pre-mentioned failures.

We will continue this soil survey as soon as the survey gets under way.

Very truly yours,

E. G. Bickmore
Assitant Div. Engineer

EGB/pc

RECEIVED
CONST

NOTED
FORREST COOPER

Morrow County
[illegible] 552

FORM E-30X 25M 11-50 44702

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

June 8, 1953

NOTED
J. W. CATTRALL

SUBJECT:

To:

Mr. H. G. Smith
Construction Engineer

NOTED
Harold C. Ayers

RECEIVED
JUN 12 1953
ENGINEER
CO[illegible]IONS

NOTED
J. F. HAGEMANN

The Morrow County Court has asked that its 1955 County FAS project be modified to include furnishing and placing oil aggregate plus additional base rock as required on the section of FAS 552, Rhea Creek Road, extending from Jordan to the Clark Canyon Road.

Please have the soils division determine the amount of additional base rock required to bring the base thickness of this section of road to minimum standards. The County and City Relations Division should be advised of your findings.

Attached is a map showing the section involved colored in red.

W. C. Williams
Assistant State Highway Engineer

Att.

JFH:MM

cc: J. W. Cattrall

RECEIVED
JUN 12 1953
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
Harold C. Ayers

NOTED
J. W. CATTRALL

Salem, Oregon
June 8, 1953

NOTED
J. F. HAGEMANN

Mr. W. C. Williams
OFFICE

As originally programmed Morrow County elected to combine its 1954 FAS allocation with its 1955 allocation for the construction of an O-9 with binder course for the entire length (18.9 miles) of FAS 552 (Rhea Creek Road). The county was to prepare the roadbed and furnish the oil aggregate for the project at its own expense.

It now develops that the county, due to pressure of other necessary road work, will be unable to proceed as originally planned. The Court has asked that the project be modified to extend from Jordan southerly to the Clark Canyon Road, a distance of approximately 8.7 miles, and that the FAS project include furnishing and placing the oil aggregate plus any required additional base material as determined by our soils division. The County will perform minor grade widening prior to the project to obtain a minimum roadbed width of 22 feet. A reasonably accurate cost estimate for the FAS project cannot be made until the amount of additional base rock has been determined; however, the project would be cut back on the south end to fit available funds if necessary.

If the above proposal meets with your approval, it is requested that the construction division determine the amount of additional base needed to meet minimum requirements as soon as possible so that the limits and extent of work to be covered by the FAS project may be determined. Attached is a suggested letter to the construction division requesting this determination.

A 1952 traffic count taken approximately 1.5 miles south of Jordan shows a daily traffic of 44 vehicles. Wheat haul to the elevators at Jordan is considered to be justification for oiling. The majority of this haul will feed into the Rhea Creek Road from the Clark Canyon Road north.

John W. Cattrall
Engineer, County and City Relations

By: John F. Hagemann
Assistant Engineer

JFH:MM
Att.

NOTED
J. W. CATTRALL

April 14, 1953

Honorable Garnet Barratt
Morrow County Court
Heppner, Oregon

NOTED
Harold C. Ayers

NOTED
J. F. HAGEMANN

Dear Sir:

As per your request we are sending you the preliminary estimates for construction work on the Rhea Creek Road, FAS 552. These estimates were made on April 9, 1953, by Mr. V. R. Jones of this office. Under Estimate No. 1 it is assumed that all grading, surfacing, and oiling would be performed under contract, and grading work on Estimate No. 2 would be done by county forces and only the crushing, surfacing, and oiling would be contracted.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

VJ:[illegible]
Att.

NOTED
J. W. CATTRALL

April 14, 1953

Honorable Garnet Barratt
Morrow County Court
Heppner, Oregon

NOTED
Harold C. Ayers

NOTED
J. F. HAGEMANN

Dear Sir:

As per your request we are sending you the preliminary estimates for construction work on the Rhea Creek Road, FAS 552. These estimates were made on April 9, 1953, by Mr. V. R. Jones of this office. Under Estimate No. 1 it is assumed that all grading, surfacing, and oiling would be performed under contract, and grading work on Estimate No. 2 would be done by county forces and only the crushing, surfacing, and oiling would be contracted.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

VJ:MM
Att.

MORROW COUNTY, RHEA CREEK ROAD Preliminary Cost Estimate No. 1
FAS 552, M.P. 10.14 to M.P. 18.88, 8.76 (8.50) Mile

FAS Funds Available: $77,000
Grade, Surface, and Oil; 20', C-9

Item	Quantity	Unit Price	Total
Clearing and grubbing	Lump sum	$--	$ 2,400
Culverts & drainage	8.50 mile	--	10,600
Excavation	42,000.00 cu. yd.	0.53	22,260
Excavation Haul	-----------------	----	7,420
Finishing Roadbed & Slopes	8.50 mile	500.00	4,250
3/4"-0" Cr. Rock in Base & Shoulders (2" X 26')	9,000.00 cu. yd.	2.60	23,400
2-1/2"-0" Cr. Rock in Base (4" X 26')	22,000.00 cu. yd.	2.50	55,000
Sprinkling	1,100.00 M-Gal.	2.50	2,750
RC-3 in Binder Course	115.00 Tons	42.00	4,830
3/4"-0" in Binder Course	1,300.00 cu. yd.	3.50	4,550
150-200 Asphalt	170.00 Tons	40.00	6,800
Mineral Aggregate	3,000.00 cu. yd.	3.50	10,500
RS-1 in Seal Coat	120.00 Tons	43.00	5,160
			$159,920
Engineering & Contingencies 12-1/2%			19,990
			$179,910

Estimated Average Costs Per Mile	
Clearing, Grading, & Drainage	$ 6,211
Cr. Rock Surfacing	10,740
20' 0-9 Oil Mat	4,214
Total Average Cost Per Mile =	$21,165

REMARKS: This preliminary estimate covers the reconstruction, by contract, of an 8.5 mile section of the Rhea Creek Road extending south from Jordan.

The anticipated work provides for the widening of the existing 22' roadbed to permit a top surface consisting of a 20' 0-9 oil mat and 2' of shoulders. The crushed rock surface under the oil would have an average depth of 10" including the existing surface. For the purpose of this estimate it has been assumed that 6" of crushed rock 26' wide would be added.

It is anticipated that an actual engineering survey would coincide as closely as is practical to the existing alignment and gradeline; however, there would undoubtedly be some minor corrections to the existing alignment and to the present gradeline. A timber culvert and a stock pass would be replaced with metal pipe.

It must be understood that an actual engineering survey might show quantities that could vary considerably from the preliminary estimate, especially on excavation and surfacing rock.

VJ:mm
4/9/53

MORROW COUNTY, RHEA CREEK ROAD
FAS 552, M.P. 13.88 to 18.88 (Jordan), 5.0 Miles

Preliminary Cost Estimate No. 2

6" Crushed Rock Surface & 20' 0-90 Oil Mat

Item	Quantity	Unit Price	Total
2-1/2"-0" Crushed Rock, 4" X 26'	12,000 cu. yd.	$ 2.75	$ 33,000
3/4"-0" Cr. Rock in Base & Shoulders (2" X 26')	5,200 cu. yd.	2.85	14,820
Sprinkling	550M Gal.	2.50	1,375
RC-3 in Binder Course	70 Tons	42.00	2,940
3/4"-0" in Binder Course	750 cu. yds.	3.75	3,106
150-200 Asphalt	110 Tons	40.00	4,400
Furnish & Place Mineral Aggregate	1,750 cu. yd.	3.75	6,562.50
RS-1 in Seal Coat	65 Tons	43.00	2,795
			$ 68,999
12-1/2% Engineering & Contingencies			8,625
			$ 77,624

REMARKS: This preliminary estimate covers the crushed rock surfacing and the placing of a 20' 0-9 oil mat on 5.0 miles by contract on the Rhea Creek Road adjacent to Jordan.

It is assumed that the county will perform, with their own forces, the grading and widening work necessary to provide a proper roadbed to permit the placing of a 26' wide crushed rock surface with an average depth of 6". An actual engineering survey made following the county's grading work may change the quantity of surfacing shown in the preliminary estimate.

VJ:mm
4/9/53

January 30, 1953

Morrow County Court

Heppner, Oregon

Gentlemen:

On January 21 the Highway Commission approved for construction with fiscal year 1955 Federal-aid secondary funds the project in Morrow County as shown in the attached tabulation. The details as set forth in this tabulation are believed to conform with the Court's request.

If plans proceed on schedule, this project should be contracted during the first half of 1954. Preliminary engineering will be handled by our Division Office in La Grande.

As you know, the county will be required to deposit 20% of the total FAS funds prior to award of a contract. This is presently estimated to be $15,400 and will be covered by an agreement at a later date.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: John W. Cattrall
Engineer, County and City Relations

NOTED
J. W. CATTRALL

JFH:[illegible]
Att.

Fr.2 552

January 30, 1953

Morrow County Court

Heppner, Oregon

Gentlemen:

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Very truly yours,

R. H. Baldock
State Highway Engineer

By: John W. Cattrall
Engineer, County and City Relations

NOTED
J. W. CATTRALL

JFH:MM
Att.

FAS 552

MORROW COUNTY

TOTAL FAS FUNDS FOR PROGRAMMING: 1954 - $--
1955 - $77,000

PROPOSED PROJECTS:

1954 - None.

1955 - FAS 552 from the Heppner State Highway at Jordan south to the Wasco-Heppner State Highway at Ruggs, a distance of approximately 18.9 miles. Place binder course and a 20' wide 0-9 using county furnished aggregate.

REMARKS: The county with its own forces and at county expense will do all required grade widening, place additional base rock, and stockpile oil aggregate to be used in the FAS oiling project. By cooperating in this manner the county will be able to complete the entire FAS route to an oiled surface. The county requested that this project be programmed in the second year to permit the county to complete its preliminary work.

Garnet Barratt, Morrow County Judge

GARNET BARRATT, *Judge*
HEPPNER, OREGON
RALPH I. THOMPSON, *Commissioner*
HEPPNER, OREGON
RUSSELL K. MILLER, *Commissioner*
BOARDMAN, OREGON

Morrow County Court
HEPPNER, OREGON

PROBATE COURT
The First Monday in Each Month
COUNTY COURT
The First Wednesday in Each Month

F.G FAS 552

December, I5, I952

RECEIVED
[illegible] 7 1952

Mr. John W. Cattrall, Engineer
County and City Relations
State Highway Department
Salem, Oregon.

Dear Mr. Cattrall:

This is to acknowledge the receipt of the revised copy of the tabulation of funds available for the fiscal year I954 from the county federal aid program.

In compliance with the procedure outlined in your communication of September, 8th, relative to "County Federal Aid Secondary Program Policy and Procedure" we are herewith submitting for your consideration our request for federal and state funds to be matched by county funds under this formula.

It is noted that Morrow County will be allocated $23,209.00 of federal assistance and $7,736.00 of state funds to be matched with $7,737.00 of county funds for the year I954, making a total of $38,682.00 available for that year. We assure you that Morrow County can and will match this amount for the year I954 and will have available matching funds for the I955 program as well.

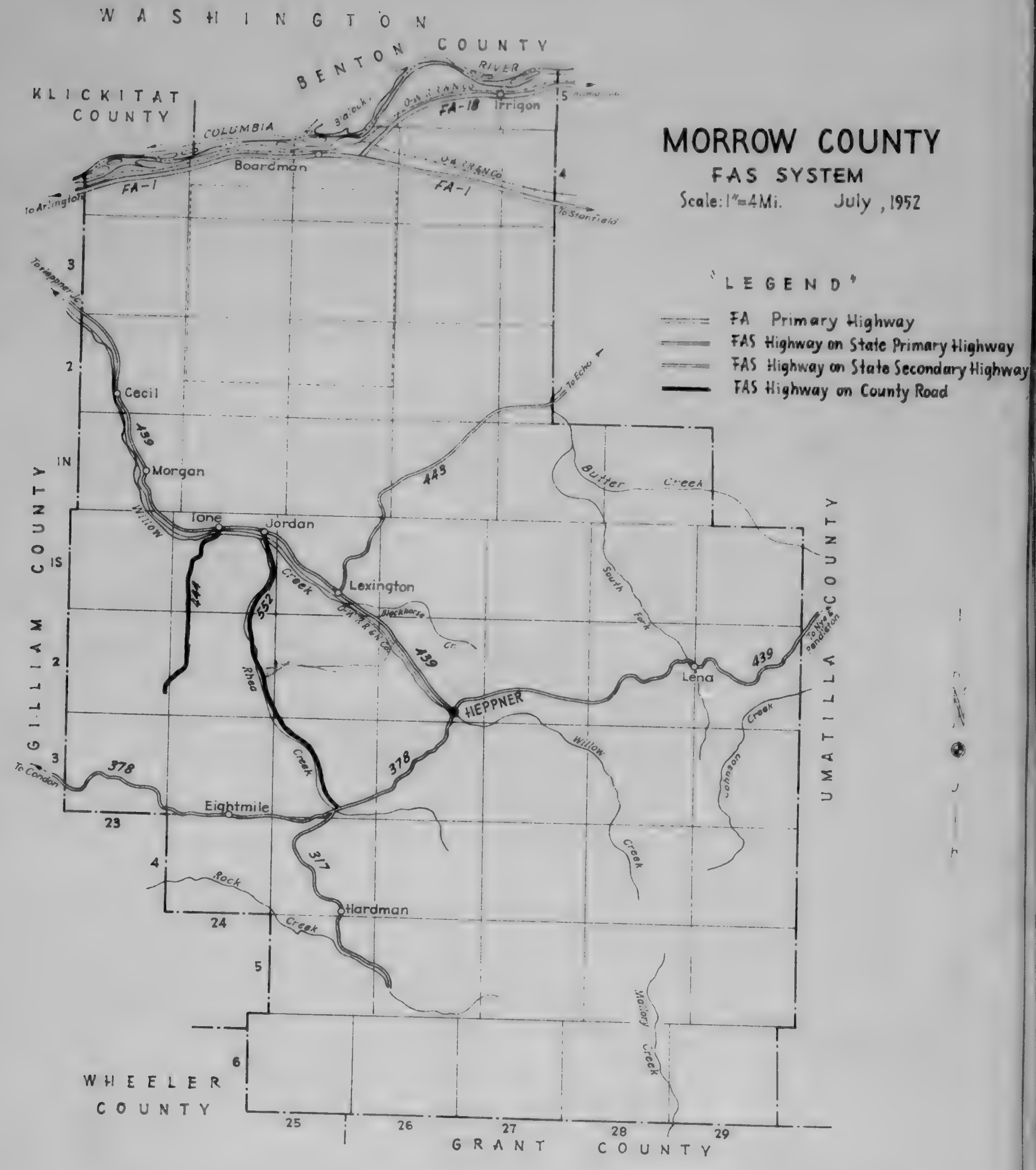
We wish to combine the total funds for the years I954 and I955 and place them in a fund for an oiling project on the Rhea Creek county road known as FAS # 552. This road has been inspected by yourself and members of the department at various times and I believe has received a preliminary review.

In presenting this road for consideration it is our intention to do all the reconstruction of the roadbed with county forces, as well as provide the necessary aggragate and apply the proceeds from the Federal Secondary Aid to a contract for oiling the same under state specifications.

We have reviewed the terms of the "County Federal Aid Secondary Program and Procedure" as outlined in your communication of September, 8th, and will be agreeable to entering an contract with the state under its provisions.

You will find attached herewith copy of a map of Morrow County showing the location of FAS highway on county road #552. We estimate that the combined total of funds will complete an oiling project its entire length.

Yours very truly,
Garnet Barratt
Garnet Barratt, Morrow County Judge.



MORROW COUNTY

FAS SYSTEM

Scale: 1"=4Mi. July, 1952

'LEGEND'

- FA Primary Highway
- FAS Highway on State Primary Highway
- FAS Highway on State Secondary Highway
- FAS Highway on County Road

WASHINGTON
BENTON COUNTY
KLICKITAT COUNTY
COLUMBIA
RIVER
FA-1
FA-1B
Irrigon
Boardman
To Arlington
To Stanfield
To Heppner Jc.
To Echo
Cecil
Morgan
Ione
Jordan
Lexington
Willow
Creek
Blackhorse Cr.
Rhea
Creek
HEPPNER
Lena
Butter Creek
South Fork
Willow Creek
Johnson Creek
To Nye & Pendleton
To Condon
Eightmile
Hardman
Rock Creek
Mallory Creek
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GILLIAM COUNTY
UMATILLA COUNTY
WHEELER COUNTY
GRANT COUNTY

NOTED
J. W. CATTRALL

October 29, 1951

NOTED
Harold C. Ayers

Honorable Garnet Barratt
Morrow County Judge
Heppner, Oregon

NOTED
J. F. HAGEMANN

Dear Judge:

Reference is made to your letter of October 25 re procedure to be followed by the Morrow County Court in requesting programming of a Federal Aid Secondary project on the Rhea Creek Road.

It is suggested that the Court adopt a resolution to the effect that the Rhea Creek Road is their first choice for improvement with FAS funds as they become available and requesting that the Commission give consideration to a project on this road. Please forward two copies of such a resolution to this office.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:MM

GARNET BARRATT, *Judge*
HEPPNER, OREGON
RALPH I. THOMPSON, *Commissioner*
HEPPNER, OREGON
RUSSELL K. MILLER, *Commissioner*
BOARDMAN, OREGON

Morrow County Court
HEPPNER, OREGON

PROBATE COURT
The First Monday in Each Month
COUNTY COURT
The First Wednesday in Each Month

October, 25, I95I

Mr. John Cattrall, Engineer
County & City Relations
State Highway Commission
Highway Office Building
Salem, Oregon.

RECEIVED
OCT 29 1951
ENGINEER
COUNTY [illegible]

Dear John:

As it is the desire of the Morrow County Court to make application to the State Highway Commission for assistance from Federal Secondary Funds in reconstructing and surfacing the recently approved Rhea Creek Market Road, will you kindly inform us as to the procedure necessary in order that we may discuss it at our next county court meeting on November, 7, I95I.

Thanking you and with kind personal regards, I remain,

Sincerely,

Garnet Barratt

Garnet Barratt, Morrow County Judge.

NOTED
J. W. CATTRALL

October 10, 1951

Honorable Garnet Barratt
Morrow County Judge
Heppner, Oregon

[illegible] ST #53

NOTED
J. F. HAGEMANN

Dear Judge:

This is to inform you that the Rhea Creek County Road from the Heppner State Highway at Jordan to the Wasco-Heppner State Highway west of Heppner was approved as Federal Aid Secondary Highway No. 552 on August 17, 1951. The length of the highway as approved is 18.7 miles.

We are forwarding you under separate cover sheets 1 and 2, general highway map of Morrow County, upon which this road is shown in color.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:MM

NOTED
Harold

NOTED
J. W. CATTRALL

October 10, 1951

Honorable Garnet Barratt
Morrow County Judge
Heppner, Oregon

[illegible] ST #53

NOTED
J. F. HAGEMANN

Dear Judge:

This is to inform you that the Rhea Creek County Road from the Heppner State Highway at Jordan to the Wasco-Heppner State Highway west of Heppner was approved as Federal Aid Secondary Highway No. 552 on August 17, 1951. The length of the highway as approved is 18.7 miles.

We are forwarding you under separate cover sheets 1 and 2, general highway map of Morrow County, upon which this road is shown in color.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:MM

NOTED
Harold

GARNET BARRATT, *Judge*
HEPPNER, OREGON
RALPH I. THOMPSON, *Commissioner*
HEPPNER, OREGON
RUSSELL K. MILLER, *Commissioner*
BOARDMAN, OREGON

Morrow County Court
HEPPNER, OREGON

PROBATE COURT
The First Monday in Each Month
COUNTY COURT
The First Wednesday in Each Month

October, 8, I95I

Mr. John W. Cattrall, Engineer
County & City Relations
Oregon State Highway Commission
Salem, Oregon.

Dear John:

While I was in your office on September, 4, I95I, I was informed that the selection of the Rhea Creek Market Road for Federal Secondary assistance had been approved by the Bureau of Public Roads, although your office had not received official notice of the approval. Again at the Hood River Meeting, Mr. McClarty, of the Bureau, also advised me of this approval.

As we have had no formal notification of this approval, and we are constantly being questioned as to the formal status of this project, I am wondering if it would be possible to squeeze a formal notice from the Bureau in order that we may have some definite information to impart to our public.

Received your letter of October, 3, I95I regarding the selection of Heppner State Highway (FAS 439) for funds under a I953 appropriation. Commissioner Thompson and I signed this approval on October, 5, I95I and sent it to Commissioner Miller for his signature. He in turn will forward the same to your office, although it may be held up for a few days as he is now on a deer hunt.

With kind personalregards, I am,

Sincerely,

Garnet Barratt

Garnet Barratt
Morrow County Judge.

NOTED
Harold C. Ayers

RECEIVED
OCT 9 1951
ENGINEER
COUNTY & CITY RELATIONS

NOTED
J. W. CATTRALL

June 18, 1951

Honorable Garnet Barratt
Morrow County Judge
Heppner, Oregon

ST #53

Dear Sir:

This is to acknowledge receipt of your letter of June 14 offering supporting data for the addition of the Rhea Creek County Road to the Federal Aid Secondary System.

As you probably know, the Highway Commission at its last meeting approved this addition. The request will now be forwarded to the B.P.R. for its approval and the information you furnished will be very useful in making this application.

You will be notified immediately after we receive the Bureau's decision.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: John W. Cattrall
Engineer, County and City Relations

JFH:MM

NOTED
Harold C. Ayers

NOTED
J. F. HAGEMANN

GARNET BARRATT, *Judge*
HEPPNER, OREGON
RALPH I. THOMPSON, *Commissioner*
HEPPNER, OREGON
RUSSELL K. MILLER, *Commissioner*
BOARDMAN, OREGON

Morrow County Court
HEPPNER, OREGON

PROBATE COURT
The First Monday in Each Month
COUNTY COURT
The First Wednesday in Each Month

NOTED
J. W[illegible]TRALL

RECEIVED
JUN 18 1951
ENGINEER
COUNTY & CITY RELATIONS

June, 14, 1951

Mr. John Cattrall, Engineer
County & City Relations
Oregon State Highway Commission
Salem, Oregon.

Dear John:

At long last I have received enough data from Mr. Dobynns of Ione, Oregon, on wheat tonnage, to submit for your consideration some pertinent facts on why the Rhea Creek county road should be made a part of the Federal Secondary System.

Attached you will find a map I have prepared showing the Rhea Creek road, with the feeder roads tributary to it, in a red color. The Ione-Gooseberry road with feeders is in green.

According to my calculations the Rhea Creek road is 18.7 in length from Jordon to Ruggs and has a total mileage of 43 miles in adjacent feeder roads. As shown on the map these are almost all on a down grade, with practically no adverse.

The area served by the Rhea Creek road would embrace at least 87,000 acres of land, upon which live 53 families. Many of the ranches in this area do not have inhabitants upon them as the owners live in Ione and go back and forth over the Rhea Creek road. There would be at least 75 different ownerships of these ranches.

The upper seven miles of this road is served by a mailroute with headquarters at Heppner. The lower 11.7 miles is served by a mail route from Ione. Two school bus routes serve the area in the same proportion.

During the years 1948-49-50, 685,324 bushel of wheat was hauled over this road for delivery at elevators at Ione & Jordon. Of this amount 257,118 bushel was hauled in 1950. If this road was improved and oiled it is conservatively estimated by grain men that an additional 120,000 bushel would be delivered to Ione & Jordon over the road. These figures do not include the many miscellanious loads of seed grain and other produce that is hauled annually.

As I have indicated on the map, with the oiling of Rheacreek there is a vast area of land that would be served to the south, with connections at the junction of Heppner-Spray highway and the county road connection toward Monument in Grant county. Such produce and livestock would move over these feeders.

Trusting that this information will be beneficial to you, I remain.

Sincerely, Garnet Barratt, Morrow County Judge.

Salem, Oregon
May 14, 1951

NOTED
J. W. CATTRALL

Mr. W. C. Williams
OFFICE

On May 8, accompanied by Judge Barratt of Morrow County, I inspected the Rhea Creek Road and FAS No. 444 (Ione-Gooseberry).

I logged the Rhea Creek Road from its junction with the Wasco-Heppner Highway at Ruggs to the Heppner Highway at Jordan, a distance of 18.69 miles. The first 12.5 miles from Ruggs north is narrow, varying from 18' to 20' from shoulder to shoulder with a very light gravel surfacing. In this area the grading will be mostly light with occasional short sections of rock outcroppings. On the lower 6 miles into Jordan, the roadbed varies from 20' to 30' in width with very little work required except for shaping and ditching.

Judge Barratt felt that an 18' oil mat with a minimum of 2' shoulders would be adequate to serve the traffic on this road. I wish to submit the following estimate which is based on this standard of improvement:

Grading @ $5,000 per mile	$ 94,000
9" Pit Run Topping @ $3,150 per mile	59,000
2" Leveling Course	41,000
Shoulder Rock @ $210 per mile	4,000
O-11 - 18' wide @ $5,000 per mile	94,000
Bridges	35,000
	$327,000

This estimate has been coordinated with Larry Smitton ~~of~~ and the Bridge Department. The Traffic Department informs me that the 1950 average daily traffic volume for the entire road is 30 cars per day.

An inspection of FAS 444 disclosed it to be in excellent condition, having been resealed in July of 1950. The 8.5 miles mentioned in the county resolution start from the city limits, the county doing no work or maintenance inside the City of Ione. There is approximately 0.5 mile in the City of Ione which is in very poor condition and needs considerable patching and resealing.

The approved mileage for FAS 444 is 9.31 miles. In the logging of this route, I found it to be 10.81 miles in length. The last 1.9 miles has never been oiled; however, it has been graded and is being maintained as a gravel road and is in excellent condition.

John W. Cattrall
Engineer, County and City Relations

Sheet 1 of 6

OREGON STATE HIGHWAY DEPARTMENT

Department of County and City Relations

ROAD LOG DATA SHEET

Location Morrow Co Logged by JWC Car No. 49-65

Road or Street Rhea Cr. Road Recorder JWC

Date May 8, 1951 Weather Clear - dry Project

M. P.	Length	Width	Type	Condition	Remarks
0.00		20	Light gravel	fair	Jct Wasco-Heppner Hwy #300 at Ruggs.
0.01					Timber bridge 22' span 22' HC old - county is replacing - this summer
	0.75	20	Light gravel	fair	average 6 ft high on right
0.75					
	0.14	20	"	"	solid ave 20' high on right
0.89					
	0.54	✓	✓	✓	light ave 2' on right
1.43					
	0.77				solid ave 15' on rt.
2.20					
2.66					8x8 timber cattle pass replace
	1.14	✓	✓	✓	light average 6 on right.
3.34					

Sheet 2 of 6

OREGON STATE HIGHWAY DEPARTMENT

Department of County and City Relations

ROAD LOG DATA SHEET

Location ______ Logged by ______ Car No. ______

Road or Street ______ Recorder ______

Date ______ Weather ______ Project ______

M. P.	Length	Width	Type	Condition	Remarks
	0.05	✓	✓	✓	solid average 10' on right
3.39					
4.27					7X8 timber cattle pass replace
	1.26	✓	✓	✓	light 4' on right
4.65					
	0.45	✓	✓	✓	low - raise 2 ft.
5.10					
	0.18	✓	✓	✓	light ave 2' on right
5.28					
	0.17	✓	✓	✓	raise 2 ft
5.45					
	0.82				medium ave 6' right
6.27					
	.22	✓	✓	✓	light ave 8' on right
6.49					
	0.25	✓	✓	✓	raise 2 ft
6.74					
	0.18	✓	✓	✓	light ave 1
6.92					

Sheet 2 of 6

OREGON STATE HIGHWAY DEPARTMENT

Department of County and City Relations

ROAD LOG DATA SHEET

Location ______________________ **Logged by** ____________ **Car No.** _____

Road or Street ______________________ **Recorder** ____________

Date __________ **Weather** ______________ **Project** ____________

M. P.	Length	Width	Type	Condition	Remarks
	0.05	✓	✓	✓	solid average 10' on right
3.39					
4.27					7X8 timber cattle pass replace
	1.26	✓	✓	✓	light 4' on right
4.65					
	0.45	✓	✓	✓	low - raise 2 ft.
5.10					
	0.18	✓	✓	✓	light ave 2' on right
5.28					
	0.17	✓	✓	✓	raise 2 ft
5.45					
	0.82				medium ave 6' right
6.27					
	.22	✓	✓	✓	light ave 8' on right
6.49					
	0.25	✓	✓	✓	raise 2 ft
6.74					
	0.18	✓	✓	✓	light ave 1
6.92					

Sheet 3 of 6

OREGON STATE HIGHWAY DEPARTMENT

Department of County and City Relations

ROAD LOG DATA SHEET

Location ______ Logged by ______ Car No. ______

Road or Street ______ Recorder ______

Date ______ Weather ______ Project ______

M. P.	Length	Width	Type	Condition	Remarks
–	0.08	–	–	–	solid ave 20
7.00					
	2.70				light ave 4'
9.70					timber bridge on concrete
					abutments, 20 span;
					17 H.C.; 9' deck to
					streambed.
	0.37	✓	✓	–	light ave 2
10.07					Clark Canyon rd to Lexington
	0.61	✓	✓	–	light ave 3 ft
10.68					
10.70					Rhea Cr log span on
					concrete abutment; 41' span
					19 H.C.; 18 deck to streambed.
10.87					Keck Canyon rd
	0.35	✓	–	–	raise 2 feet.
11.05					

Sheet 3 of 6

OREGON STATE HIGHWAY DEPARTMENT

Department of County and City Relations

ROAD LOG DATA SHEET

Location ______ Logged by ______ Car No. ______

Road or Street ______ Recorder ______

Date ______ Weather ______ Project ______

M. P.	Length	Width	Type	Condition	Remarks
-	0.08	-	✓	-	solid ave 20
7.00					
	2.70				light ave 4'
9.70					timber bridge on concrete abutments, 20 span; 17 H.C.; 9' deck to streambed.
	0.37	✓	✓	-	light ave 2
10.07					Clark Canyon rd to Lexington
	0.61	✓	-	-	light ave 3 ft
10.68					
10.70					Rhea Cr log span on concrete abutment; 41' span 19 H.C.; 18 deck to streambed.
10.87					Keck Canyon rd
	0.35	✓	-	✓	raise 2 feet.
11.05					

Sheet 4 of 6

OREGON STATE HIGHWAY DEPARTMENT

Department of County and City Relations

ROAD LOG DATA SHEET

Location ______ Logged by ______ Car No. ______

Road or Street ______ Recorder ______

Date ______ Weather ______ Project ______

M. P.	Length	Width	Type	Condition	Remarks
11.11					
					Rhea C. Br. steel built 1950
					OSHD design see Bridge Dept
					for Details.
11.12		✓	—	—	
	0.46	✓	✓	✓	
11.58					light ave 2
	0.02	22	—	—	
11.60					solid ave 8 ft.
12.65					
					Rd to Bergevin Canyon
	2.77	✓	—	✓	
14.37					light ave 2 feet
	0.13	✓	—	—	
14.50					solid ave 25 feet
	0.38	—	—	—	
14.88					light ave 2 feet.
	0.20	·	✓	—	
15.08					solid ave 25

Sheet 5 of 6

OREGON STATE HIGHWAY DEPARTMENT

Department of County and City Relations

ROAD LOG DATA SHEET

Location ______________________ Logged by ____________ Car No. ______

Road or Street ______________________ Recorder ______________

Date __________ Weather ______________ Project ______________

M. P.	Length	Width	Type	Condition	Remarks
15.72					
					timber culvert & cattle
					Pass on concrete about
					8X8; 23 roadway.
	1.06	✓	–	–	
16.14					light ave 2 feet
16.15					
	0.25	30	✓	✓	24" C.I. pipe
16.39					silted ave 6'
16.67					
					18" C.I. pipe 32 long
17.47					
					timber cattlepass 8X6
					(replace)
8.38					
					℄ Willow Cr Bridge. timber
					on Concrete about 35 span;
					19 ft H.C.; 14 deck to
					streambed.

Sheet 6 of 6

OREGON STATE HIGHWAY DEPARTMENT

Department of County and City Relations

ROAD LOG DATA SHEET

Location ______ Logged by ______ Car No. ______

Road or Street ______ Recorder ______

Date ______ Weather ______ Project ______

M. P.	Length	Width	Type	Condition	Remarks
18.65					RR tracks
18.67					timber on masonry abut 21' span; 20 H.C.; 10 deck to streambed; over flow channel
	2.30	30	✓	✓	ditching, shaping, sloping needed.
18.69					Heppner Highway at Jordan.
		60' R/W			
		Est 1950 ADT 30			

RESOLUTION

WHEREAS, the Morrow County Court on June, 30, 1945 requested the Oregon State Highway Commission to submit to the Commissioner of Public Roads, certain Morrow County roads, that could be approved within the meaning and purpose of of Law No. 521, known as the Federal Highway Act, as enacted by the 78th Congress, Second Session; and

WHEREAS, the Commissioner of Public Roads, did approve only one Morrow County road, namely, FAS no. 444 known as the Ione-Morgan county road for a total distance of 9.7 miles; and

WHEREAS, FAS no.444, known as the Ione-Morgan road, was at that time, constructed and paved, and since that time has been improved to state standards for a distance of 8.5 miles and could not be considered qualified for assistance under the Act.

WHEREAS, a county road known as the Rhea Creek road, which has its beginning at a junction with FAS No. 439 at Jordon and continues up Rhea Creek in a Southeasterly direction some 18 miles to a junction with F A S No. 378 at Ruggs, is a farm to market road, a rural free delivery and public school bus route, intersects numerous feeder roads serving a large area, which carry a heavy tonnage to market without adverse grades, and has a daily traffic count that will justify a construction and maintenance program by the state and county.

NOW, THEREFORE, BE IT RESOLVED by the members of the Morrow County Court, sitting for the transaction of county business, as follows:

1. That FAS No. 444, known as the Ione- Morgan county road be withdrawn from the Federal Secondary System as it cannot qualify for assistance its total approved miles.

2. That the Rhea Creek county road, which can qualify in all respects, and would make an important connecting link between FAS No. 439 and FAS No. 378, be incorporated in the Federal Secondary System for Morrow County, its entire distance of 18 miles.

3. That the Oregon State Highway Commission be respectfully requested to review these requests and submit them to the Commissioner of Public Roads for approval, within the meaning of the Federal Highway Act.

4. That this resolution be entered in the journal of this Court and a duly certified copy thereof be delivered to the Oregon State Highway Commission and a like certified copy be made available to the Oregon State Highway Commission or Public Roads Administration if so requested.

Dated this 10th day of April, 1951.

MORROW COUNTY, by and through its
County Court

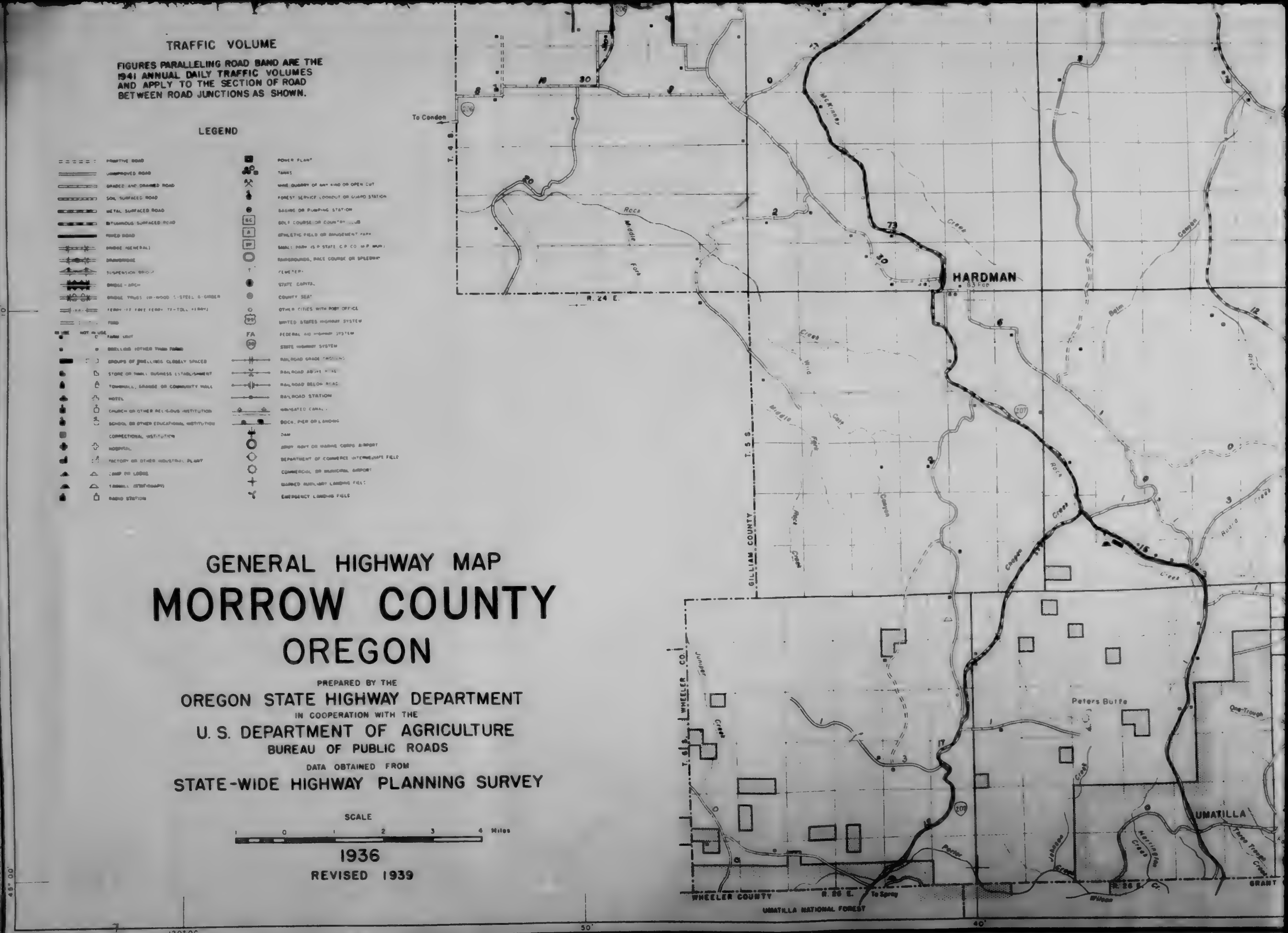
By Garnet Barratt
County Judge

By Ralph I. Thompson
Commissioner

By Russell K. Miller
Commissioner

ATTEST:

C. W. Barlow County Clerk



GENERAL HIGHWAY MAP
MORROW COUNTY
OREGON

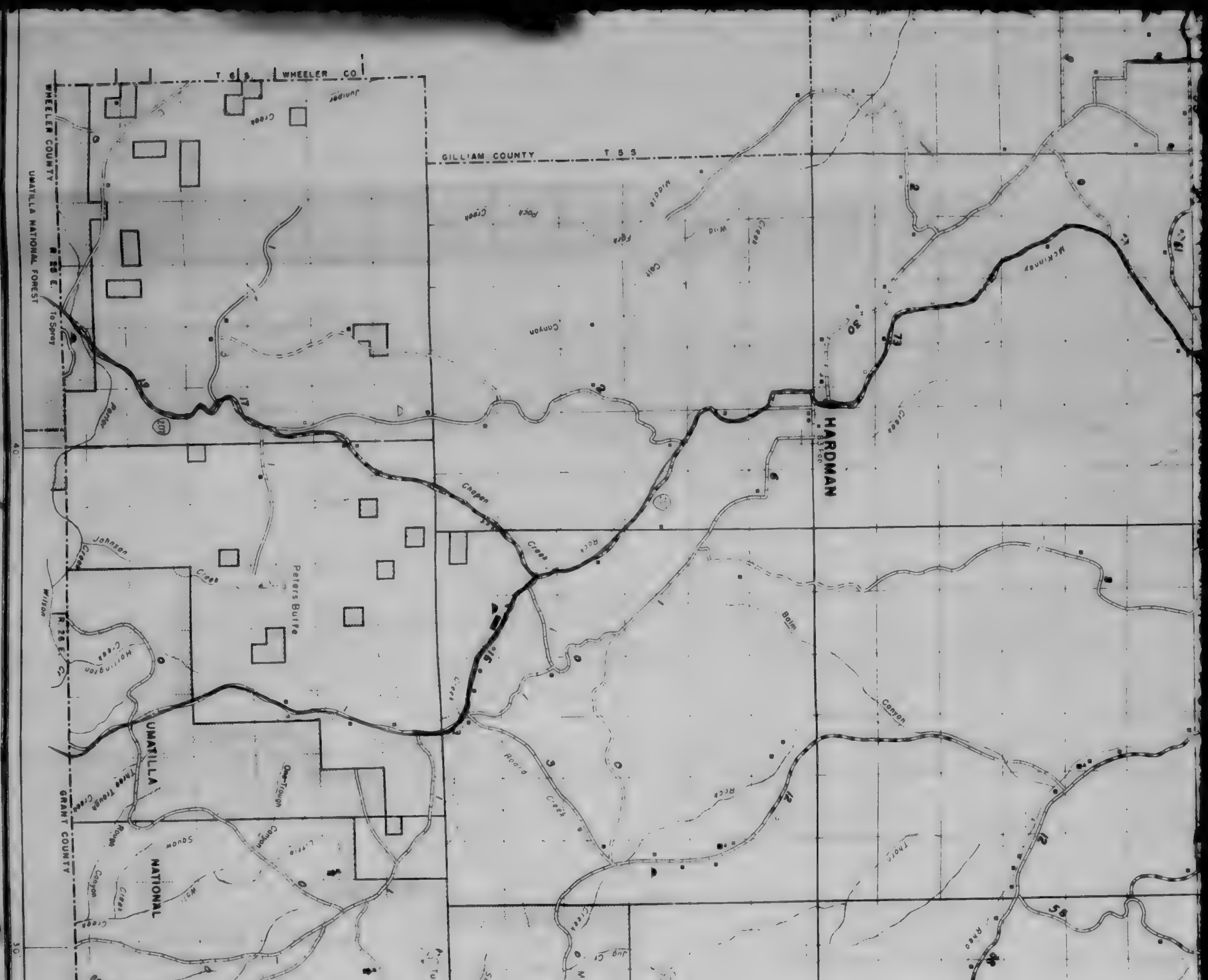
PREPARED BY THE
OREGON STATE HIGHWAY DEPARTMENT
IN COOPERATION WITH THE
U. S. DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DATA OBTAINED FROM
STATE-WIDE HIGHWAY PLANNING SURVEY

1936
REVISED 1939

TRAFFIC VOLUME

FIGURES PARALLELING ROAD BAND ARE THE 1941 ANNUAL DAILY TRAFFIC VOLUMES AND APPLY TO THE SECTION OF ROAD BETWEEN ROAD JUNCTIONS AS SHOWN.

LEGEND
PRIMITIVE ROAD
UNIMPROVED ROAD
GRADED AND DRAINED ROAD
SOIL SURFACED ROAD
METAL SURFACED ROAD
BITUMINOUS SURFACED ROAD
PAVED ROAD
BRIDGE (GENERAL)
DRAWBRIDGE
SUSPENSION BRIDGE
BRIDGE - ARCH
BRIDGE TRUSS (W-WOOD S-STEEL G-GIRDER
FERRY (FF FREE FERRY TF-TOLL FERRY)
FORD
IN USE
NOT IN USE
FARM UNIT
DWELLING (OTHER THAN FARM)
GROUPS OF DWELLINGS CLOSELY SPACED
STORE OR SMALL BUSINESS ESTABLISHMENT
TOWNHALL, GRANGE OR COMMUNITY HALL
HOTEL
CHURCH OR OTHER RELIGIOUS INSTITUTION
SCHOOL OR OTHER EDUCATIONAL INSTITUTION
CORRECTIONAL INSTITUTION
HOSPITAL
FACTORY OR OTHER INDUSTRIAL PLANT
CAMP OR LODGE
SAWMILL (STATIONARY)
RADIO STATION
POWER PLANT
TANKS
MINE QUARRY OF ANY KIND OR OPEN CUT
FOREST SERVICE LOOKOUT OR GUARD STATION
GAGING OR PUMPING STATION
GC
GOLF COURSE OR COUNTRY CLUB
A
ATHLETIC FIELD OR AMUSEMENT PARK
SP
SMALL PARK (S P STATE C P CO M P MUN)
FAIRGROUNDS, RACE COURSE OR SPEEDWAY
CEMETERY
STATE CAPITAL
COUNTY SEAT
OTHER CITIES WITH POST OFFICE
99
UNITED STATES HIGHWAY SYSTEM
FA
FEDERAL AID HIGHWAY SYSTEM
30
STATE HIGHWAY SYSTEM
RAILROAD GRADE CROSSING
RAILROAD ABOVE ROAD
RAILROAD BELOW ROAD
RAILROAD STATION
NAVIGATED CANAL
DOCK, PIER OR LANDING
DAM
ARMY NAVY OR MARINE CORPS AIRPORT
DEPARTMENT OF COMMERCE INTERMEDIATE FIELD
COMMERCIAL OR MUNICIPAL AIRPORT
MARKED AUXILIARY LANDING FIELD
EMERGENCY LANDING FIELD
SCALE
1
0
1
2
3
4 Miles
45° 00'
10'
50'
40'
120° 00'
To Condon
206
T. 4 S.
R. 24 E.
T. 5 S.
GILLIAM COUNTY
T. 6 S.
WHEELER CO.
WHEELER COUNTY
R. 26 E.
To Spray
UMATILLA NATIONAL FOREST
GRANT
HARDMAN
83 Pop.
207
UMATILLA
Peters Butte
Rock
Middle
Fork
Creek
Wild
Cat
Canyon
McKinney
Balm
Road
Juniper
Porter
Johnson
Wilson
Herrington
One-Trough
Three Trough
Cr.
73
30
20
8
10
2
6
1
0
3
17
15
12

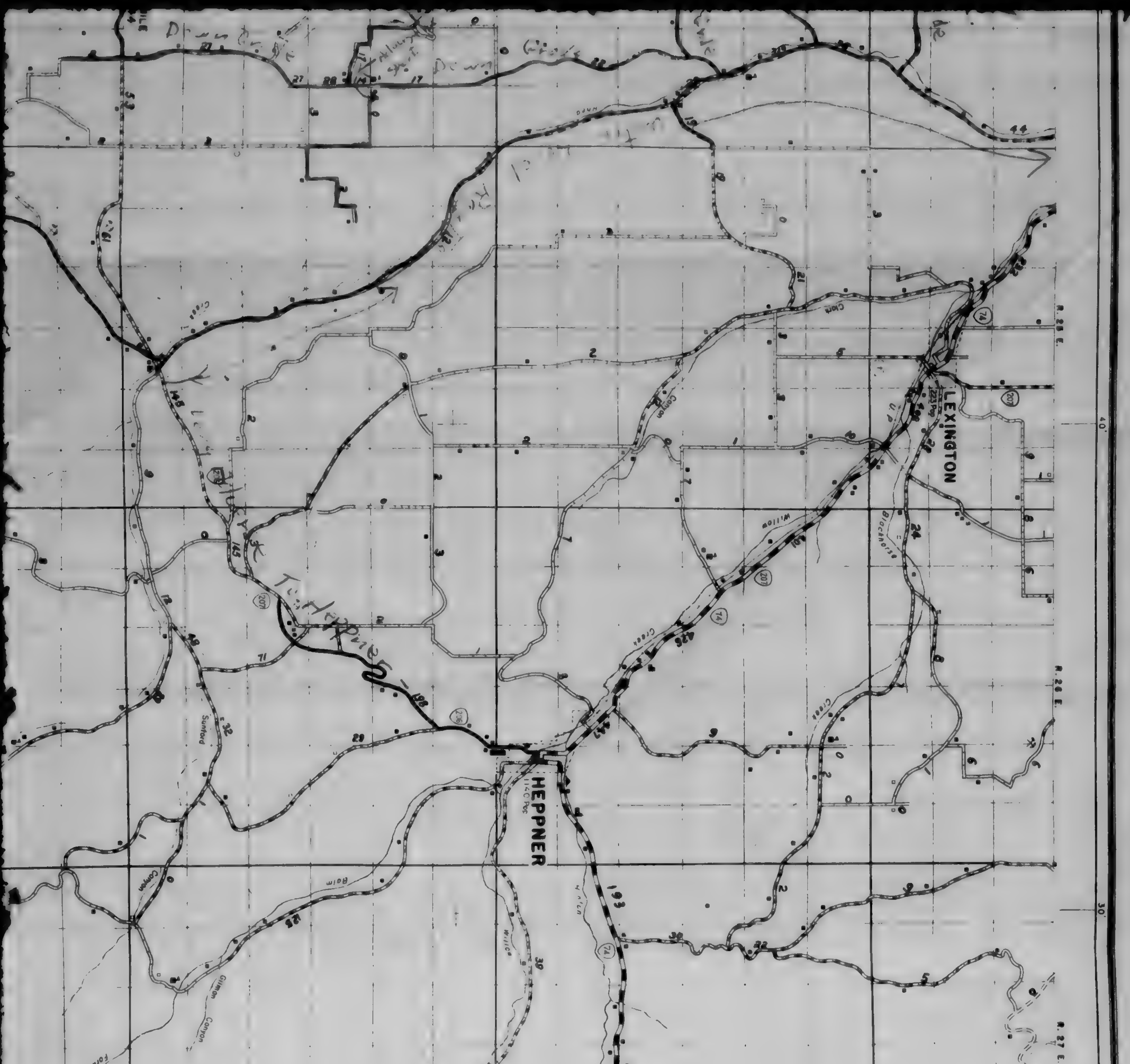

T 6 S
WHEELER CO
WHEELER COUNTY
UMATILLA COUNTY
UMATILLA NATIONAL FOREST
Juniper
Creek
GILLIAM COUNTY
T 5 S
Middle
Rock Creek
Fork
Wild
Cat
Creek
Canyon
McKinney
R 26 E
To Spray
207
Porter
Chapin
Creek
Rock
Creek
HARDMAN
Johnson
Creek
Wilson
Peters Butte
Balm
Canyon
R 26 E
Harrington
Creek
UMATILLA
NATIONAL
FOREST
Three Trough Creek
One Trough
Round
Creek
Rock
Squaw
Canyon
Little
Canyon
Creek
Mill
GRANT COUNTY
R 27 E
Bacon Cr
Red Hill
Tupper Butte
Hog
Creek
Skookum
Alder
Creek
Wildcat
Creek
Madison Butte
Ruggs Cr
Rhea
Rush
Rudbaugh
Creek
Texas Butte
Fork
Wilson
Coppinger
Creek
Creek
T 5 S
T 4 S
45°00
ARRANGEMENT OF SHEETS FOR MORROW COUNTY
1
2
3a
3b

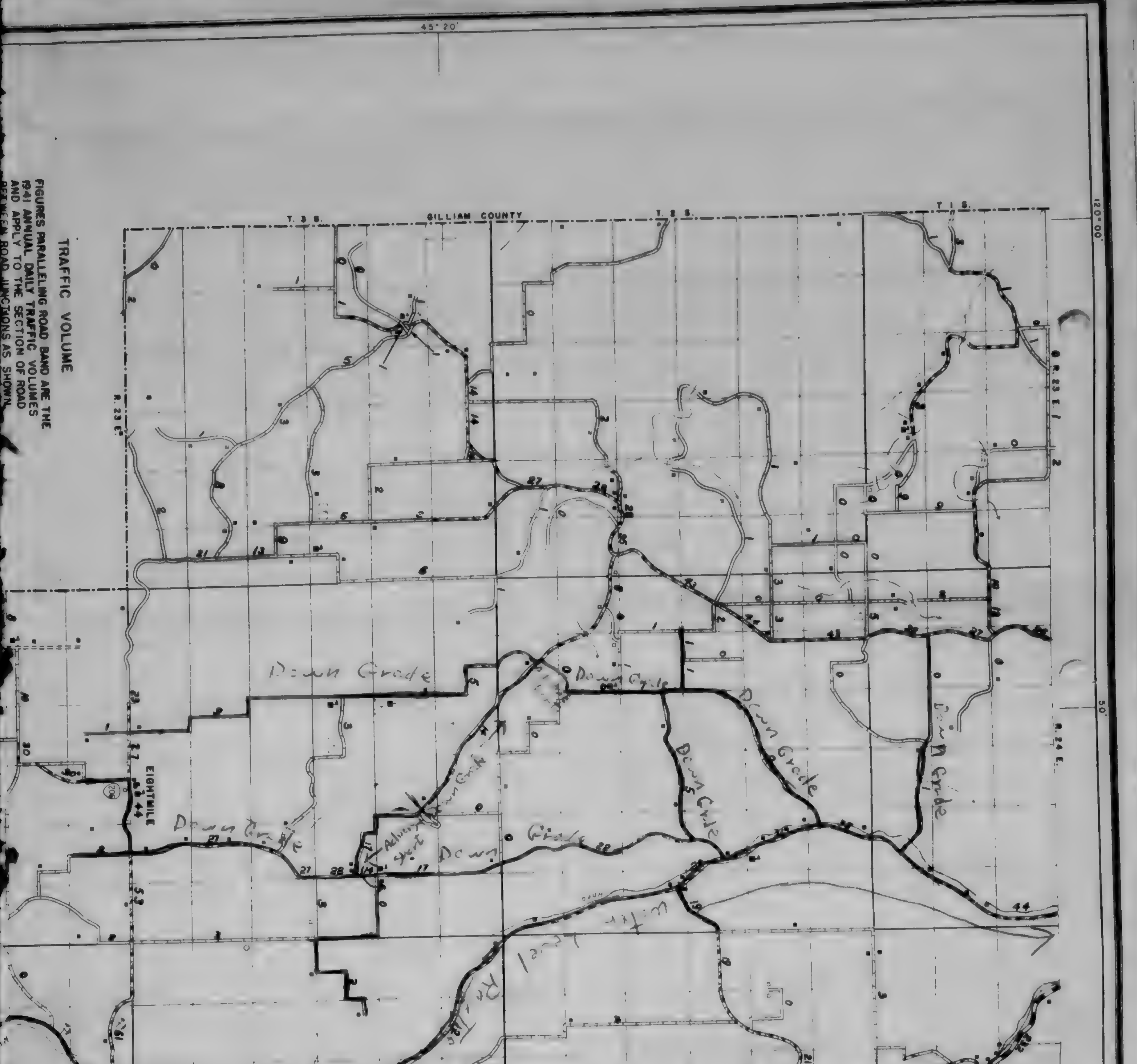
OCTOBER 936

MORROW COUNTY OREGON

SHEET 2 OF 3

Polyconic Projection


HEPPNER
1140 Pop.
LEXINGTON
223 Pop.
74
207
206
Willow
Creek
Clark
Canyon
Blackhorse
Canyon
Balm
Sanford
Canyon
Gilman
Canyon
Fork
Skinners
Hinton
Sand
Hollow
To Heppner
Down Grade
R. 25 E.
R. 26 E.
R. 27 E.
T. 1 S.
T. 2 S.
T. 3 S.
40'
30'
119° 20'
45° 2'
N


TRAFFIC VOLUME
FIGURES PARALLELING ROAD BAND ARE THE 1941 ANNUAL DAILY TRAFFIC VOLUMES AND APPLY TO THE SECTION OF ROAD BETWEEN ROAD JUNCTIONS AS SHOWN.
45° 20'
120° 00'
GILLIAM COUNTY
T. 3 S.
T. 2 S.
T. 1 S.
R. 23 E.
R. 24 E.
R. 25 E.
50'
40'
EIGHTMILE
LEXINGTON
Sanford
Willow
Down Grade
Down Grade
Down Grade
Down Grade
Down Grade
Down Grade
Down Grade
Adverse start
Water Level Road
To Heppner

S-172(1) Enterprise-Brock Corner Sec., 1954
Fish Hatchery Co. Rd.
#4233

5-172(1)

OREGON STATE HIGHWAY DEPARTMENT
(date)
February 23, 1955

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
4233	6-Final	Morrison-Knudsen Co., Inc.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
3236	R-116247	$ 1,376.28	2/23/55

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: Sept. 30, 1954

Time Extensions: to Nov. 8, 1954 without penalty

Completion Date: Nov. 8, 1954

Date Accepted: Jan. 18, 1955

Penalties: None of record

Claims: None of record

Remarks:

Date: 2-23-55

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

NOTED ON CARD

Warrant Mailed:

Ruth Rawlings

RECEIVED
FEB 4 1955
FOR FILING

5-172(1)
4

February 4, 1955

REGISTERED MAIL

Fidelity & Deposit Company of Maryland
Clarence D. Porter, Manager
900 Failing Bldg.
Portland 4, Oregon

Dear Sir:

State Highway Contract No. 4233 for work performed on the Enterprise-Brock Corner Section of the Fish Hatchery Road in Wallowa County was completed by the contractor, Morrison-Knudsen Co., Inc., on November 8, 1954 and was formally accepted by the Highway Commission on January 18, 1955.

Final payment in the amount of $1,376.28 will be released to the contractor on or after February 14, 1955. The total contract amount is $46,783.80 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Fidelity & Deposit Co. of Maryland

Baltimore 3, Maryland

ED ON CARD

gl

RECEIVED
DEC 17 1954
FOR FILING

S-172 (1)

December 16, 1954

Morrison-Knudsen Co., Inc.
319 Broadway
Boise, Idaho

Gentlemen:

The State Highway Commission, at its meeting held on December 7, had under discussion your request for an extension of time from September 30, 1954 to and including November 8, 1954 within which to complete your contract No. 4233, covering the Enterprise-Brock Corner Section of the Fish Hatchery Road in Wallowa County.

We are pleased to inform you that the State Highway Commission granted your request without penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: A. F. Marson
Division Engineer

Clair [illegible]. Hall,
Resident Engineer

H. G. Smith,
Construction Engineer

RECEIVED
DEC 13 1954
FOR FILING
5-172(1)
"

December 10, 1954

REGISTERED MAIL

Fidelity & Deposit Company of Maryland
Clarence D. Porter, Manager
900 Failing Bldg.
Portland 4, Oregon

Dear Sir:

The State Highway Commission is prepared to release semi-final payment to Morrison-Knudsen Co., Inc. on contract No. 4233, covering the Enterprise-Brock Corner Section of the Fish Hatchery Road in Wallowa County.

This payment, in the amount of $2,901.04, will be released to the contractor on or after December 20, 1954. The retained percentage is $1,404.36.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Fidelity & Deposit Co. of Maryland
Baltimore 3
Maryland

NOTED ON CARD
12-10-54 S

RECEIVED
NOV 24 1954
FOR FILING

S-173(1)
4233

November 23, 1954

Oregon State Highway Commission

Request for extension of time
No. 20
December 7 and 8 Meeting

Gentlemen:

Herewith is a request from Morrison-Knudsen Company, Inc. for an extension of time on the Enterprise-Brock Corner Contract No. 4233, from September 30, 1954 to and including November 6, 1954.

Extremely wet weather and an excess amount of ground water slowed the contractor to a great extent on this project. It was not until the latter part of August that he was able to operate with reasonable speed. The delay was not the fault of the contractor, and I recommend that the extension be granted without penalty. Mr. C. E. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Enclosure

cc Mr. H. G. Smith

HGS: fp

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NOV 19 1954
FOR FILING
FORM E-30X 37½ 3-54 73730

S-172 (1)

4233

[illegible]
W. C. WILLIAMS

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 18, 1954

SUBJECT:

To:

Mr. A. F. Parson
Division Engineer
State Highway Department
La Grande, Oregon

Dear Sir:

The subcontract between Morrison-Knudsen Company and Walter Mopps, covering Items 20, 23 and 24, on the Enterprise-Brock Corner Section of the Fish Hatchery Road, Contract No. 4233, Oregon S-172 (1) is approved, and you may so inform the interested parties.

Four copies of the subcontract are returned herewith for distribution.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:of

Encls.

cc to: W. C. Williams
C. G. Polk (2)

RECEIVED
NOV 19 1954
FOR FILING

S-172 (1)

November 18, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on November 8, 1954 on Contract No. 4233, Enterprise-Brock Corner Section, in Wallowa County, in connection with Federal Aid Project No. S-172 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

cc: John Cattrall
DBP:bb

RECEIVED
NOV 20 1954
FOR FILING

S-172 (1)

November 18, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the Enterprise-Brock Corner, Contract No. 4233, Oregon S-172 (1), from September 30, 1954 to November 8, 1954, to Morrison-Knudsen Company, Inc., contractors.

Extremely wet weather and an excess amount of ground water slowed the contractor to a great extent on this project. It was not until the latter part of August that he was able to operate with reasonable speed. The delay was not the fault of the contractor, and I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

cc to: H. G. Smith

Form E-1—[illegible]

S-112 (1)

4

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending November 12, 19 54

Section Enterprise-Brock Corner

Kind of work Bridge Widening & Rock Surfacing

Highway Fish Hatchery Road

Section prefix 532-1018

Contractor Morrison-Knudsen Co., Inc.

Contract number 4233

Date of contract July 12, 19 54

Date of completion Sept. 30, 19 54

Date work started July 14, 19 54

Estimated date of completion November 8, 19 54

Amount of contract $46,807.50

Per cent of time elapsed 148 %

Estimated cost of completed project, exclusive of engineering $46,900.00

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering cost to date $3,660.00, 98 %

Date project was completed November 8, 19 54

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The Contractor had a few odd jobs, cleaning out culverts, etc. and job was completed Monday November 8, 1954.

Equipment completely moved out November 12, 1954.

NOTED
H. G. SMITH

NOTED
B. A. MARTIN

NOTED
FORREST COOPER

RECEIVED
1954
OFFICE OF

Signed Clair E. Hall

Address Enterprise

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	3.61	3.61			
Miles partially completed		3.61			
Miles completed					
Total estimated quantities		53,956			
Estimated quantities moved or placed to date		53,956			
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

State Printing

Form PR 2 (Revised 1950)

1417-

State Oregon

Federal Aid Secondary

Project No. S-172(1)

U. S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 8th day of October, 1954, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 10th day of May, 1954, a program, which was approved on the 1st day of June, 1954, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were approved ~~recommended for approval~~ by the District Engineer of the Bureau of Public Roads on the 8th day of June, 1954; and

Whereas the District ~~Division~~ Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of thirty-one thousand, nine hundred and 00/100 dollars ($31,900.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

RWL

14-14-

Form PR 2 (Revised 1950)

State Oregon

Federal Aid Secondary

Project No. S-172(1)

U. S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 8th day of October, 1954,

by and between The Oregon State Highway Commission, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 10th day of May, 1954, a program, which was approved on the 1st day of June, 1954, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were approved ~~recommended for approval~~ by the District Engineer of the Bureau of Public Roads on the 8th day of June, 1954; and

Whereas the District ~~Division~~ Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of thirty-one thousand, nine hundred and 00/100 dollars ($31,900.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

A4.62

GPO 16—11370-5

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources Cash deposited by Wallowa County with the Highway Department. (State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 6+25 in the SW 1/4, Section 2, T. 2 S., R. 44 E., W.M., and survey station 197+90 in the SW 1/4, Section 15, T. 2 S., R. 44 E., W.M., except stations 11+33 - 11+88 and 41+52 - 41+88, , length 3.612 miles, in Wallowa County, being Oregon Federal Aid project No. S-172(1), consisting of 3.612 miles of roadway and no bridges, [illegible] of more than 20 feet clear span, [illegible]

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of thirty-one thousand, nine hundred and 00/100 dollars ($31,900.00), which does not exceed the authorized Federal pro rata share of fifty-one thousand, four hundred eighty-eight and 25/100 dollars ($51,488.25), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Bureau of Public Roads shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available) Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agre

ment for project No. **112.**

In witness whereof the parties have hereunto affixed their signatures as of the

written

Attest

Secretary

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By

Acting *Division Engineer,*
Bureau of Public Roads.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-172 (1)

ENTERPRISE-BROCK CORNER SECTION

OF THE FISH HATCHERY ROAD IN WALLOWA COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 4, 1954

Type Code 2010
Roadway (Sta. 6+25 to Sta. 197+90)(Contract No. 4233)

All Required		Clearing and Grubbing		$ 900.00
130	cu. yds.	Structural Excavation, Unclassified	$ 2.00	260.00
60	cu. yds.	Trench Excavation, Unclassified	2.00	120.00
38,400	cu. yds.	Special Borrow Excavation, Unclassified	0.36	13,824.00
4,100	cu. yds.	General Excavation, Unclassified	0.31	1,271.00
53,000	yd. mi.	Truck Haul on Special Borrow	0.15	7,950.00
5,100	yd. sta.	Short Overhaul	0.02	102.00
10	C-yd. sta.	Long Overhaul	0.40	4.00
3.61	miles	Finishing Roadbed and Slopes	750.00	2,707.50
190	lin. ft.	12-inch Corrugated Metal Pipe	3.25	617.50
270,	lin. ft.	18-inch Corrugated Metal Pipe	4.00	1,080.00
360	lin. ft.	24-inch Corrugated Metal Pipe	5.65	2,034.00
50	lin. ft.	72-inch Arch Type Corrugated Metal Pipe	32.00	1,600.00
70	lin. ft.	12-inch Corrugated Metal Siphon Pipe	8.00	560.00
50	lin. ft.	Salvaging Culvert Pipe	2.75	137.50
5	cu. yds.	Concrete End Basins	65.00	325.00
11,500	cu. yds.	Coarse Material in Surfacing	0.60	6,900.00
5,300	cu. yds.	Fine Material in Surfacing	0.60	3,180.00
330	M-gal.	Sprinkling	1.50	495.00
All Required		Alter Existing Structure		1,000.00
20	cu. yds.	Structural Excavation	12.00	240.00
5	cu. yds.	Excavation Below Elevation Shown	14.00	70.00
17	cu. yds.	Class "A" Concrete	70.00	1,190.00
2,000	lbs.	Metal Reinforcement	0.12	240.00
			Subtotal	$46,807.50
			10% Engr. & Cont.	4,680.75
			Total	$51,488.25

Length of Roadway	3.613 miles
Length of Structures	0.016 mile (Exceptions
Total Length	3.629 miles
Cost of Roadway per Mile	$14,250.83

Federal Funds	$31,900.00
State Funds	9,794.12
County Funds	9,794.13
	$51,488.25

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
Funds for Maintenance: Chap. 529, laws 1939

Note: Cash has been deposited by Wallowa County with the Highway Department.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-172 (1)

ENTERPRISE-BROCK CORNER SECTION

OF THE FISH HATCHERY ROAD IN WALLOWA COUNTY

(Estimate to accompany plans and specifications; not as a basis for project agreement.)

Salem, Oregon, June 8, 1954

Type Code 2010
Roadway (Sta. 6+25 to 197+90)

All Required		Clearing and Grubbing		$ 2,000.00
130	cu. yds.	Structural Excavation, Unclassified	$ 3.00	390.00
60	cu. yds.	Trench Excavation, Unclassified	3.00	180.00
38,400	cu. yds.	Special Borrow Excavation, Unclassified	0.35	13,440.00
4,100	cu. yds.	General Excavation, Unclassified	0.40	1,640.00
53,000	yd. mi.	Truck Haul on Special Borrow	0.20	10,600.00
5,100	yd. sta.	Short Overhaul	0.02	102.00
10	C-yd. sta.	Long Overhaul	1.00	10.00
3.61	miles	Finishing Roadbed and Slopes	500.00	1,805.00
190	lin. ft.	12-inch Corrugated Metal Pipe	3.00	570.00
270	lin. ft.	18-inch Corrugated Metal Pipe	4.50	1,215.00
360	lin. ft.	24-inch Corrugated Metal Pipe	6.50	2,340.00
50	lin. ft.	72-inch Arch Type Corrugated Metal Pipe	32.00	1,600.00
70	lin. ft.	12-inch Corrugated Metal Siphon Pipe	4.00	280.00
50	lin. ft.	Salvaging Culvert Pipe	2.00	100.00
5	cu. yds.	Concrete End Basins	60.00	300.00
11,500	cu. yds.	Coarse Material in Surfacing	0.75	8,625.00
5,300	cu. yds.	Fine Material in Surfacing	1.00	5,300.00
330	M-gal.	Sprinkling	2.50	825.00
All Required		Alter Existing Structure		1,000.00
20	cu. yds.	Structural Excavation	10.00	200.00
5	cu. yds.	Excavation Below Elevation Shown	15.00	75.00
17	cu. yds.	Class "A" Concrete	75.00	1,275.00
2,000	lbs.	Metal Reinforcement	0.12	240.00
			Subtotal	$54,112.00
			10% Engr. & Cont.	5,411.20
			Total	$59,523.20

Length of Roadway	3.613 Miles
Length of Structures	0.016 Mile (Exceptions)
Total Length	3.629 Miles
Cost of Roadway per Mile	$16,474.73

Federal Funds- -	$36,700.00
State Funds- -	11,411.60
County Funds -	11,411.60
	$59,523.20

RECEIVED
SEP 9 - 1954
FOR FILING

S-172 (1)
1018

September 8, 1954

Mr. W. O. Widdows
Sign Engineer
State Highway Building
Salem, Oregon

Dear Sir:

To conform with requirements of the Bureau of Public Roads, it will be necessary to install reflectorized cross-buck signs and reflectorized advance warning signs at the grade crossing of the Joseph Branch Line railroad tracks with the Fish Hatchery County Road near the south city limits of Enterprise.

The crossing referred to is at Station 11+88 on the Enterprise-Brook Corner Project, in Wallowa County, Contract No. 4233.

The signs should be installed before completion of the project, which is estimated to be September 30, 1954. Expense should be charged to Prefix 532-1018. The Federal-Aid Project is S-172 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

JAH:dw

RECEIVED
SEP 9 - 1954
FOR FILING

FORM 2104
10-53-5M

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

A. McALLISTER
[illegible]
GENERAL MANAGER
NORTHWESTERN DISTRICT

828 PITTOCK BLOCK
PORTLAND 5, OREGON

co

September 3, 1954

C 321-2-6

Mr. R. H. Baldock,
State Highway Engineer,
State Highway Department,
Salem, Oregon.

Dear Sir:

Your letter of August 26th in regard to installing standard cross-buck signs at crossing 2G-77.56C, near the south city limits of Enterprise, Oregon:

We are agreeable to this installation on the basis outlined by you with the understanding that the post will be painted white.

Yours truly,

A McAllister

RECEIVED
SEP 7 1954
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 27 1954
FOR FILING

Safe

R. R.

August 26, 1954

Mr. E. H. Bailey
General Manager, Northwest District
Union Pacific Railroad Company
828 Pittock Block
Portland 5, Oregon

Dear Sir:

Under authority of Order No. 7058, issued by the Public Utilities Commissioner of the State of Oregon on December 27, 1939, we propose to install reflectorized cross-buck and reflectorized advance warning signs at the grade crossing of your Joseph Branch Line tracks with the Fish Hatchery County Road near the south city limits of the town of Enterprise in Wallowa County, Oregon.

We propose to install our standard type of cross-buck signs, which consist of scotch-lighted aluminum cross arms bolted to a 6"x6"x16' cedar post.

The crossing referred to is on a spur line near the south city limits of Enterprise and known by your identification as crossing no. 2C-77.56C.

May we have your consent to make this installation with the understanding that the maintenance of the cross-buck signs after installation will be a responsibility of your company, as provided in the P. U. C. Order mentioned.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

LEP:eh

RECEIVED
AUG 1[illegible]
FOR FILING

[illegible]

August 13, 1954

Morrison-Knudsen Co.,Inc.
319 Broadway
Boise, Idaho

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4233, which was awarded to you July 12 by the State Highway Commission, covering the Enterprise-Brock Corner Section of the Fish Hatchery Road in Wallowa County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By
Floyd Query, Assistant Secretary

gl
encl.

RECEIVED
JUL 21 1954
FOR FILING

S-172(1)

4233

July 19, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on July 14, 1954 on Contract No. 4233, Enterprise-Brock Corner Section, in Wallowa County, in connection with Federal Aid Project No. S-172(1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DBP:gs

RECEIVED
JUL 21 1954
FOR FILING

S-172(1)
4233

July 19, 1954

Mr. C. C. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on July 14, 1954 on Contract No. 4233, Enterprise-Brook Corner Section, in Wallowa County, in connection with Federal Aid Project No. S-172(1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DBP:gm

RECEIVED
FOR FILING

S-1[illegible]
4[illegible]

AGENDA
AUG 9 1954

3a-11

July 1[illegible], 1954

Morrison-Knudsen Co., Inc.
P. O. Box 459
Boise, Idaho

Gentlemen:

The State Highway Commission on June 23, 1954, accepted your proposal for work on the Enterprise-Brock Corner Section of the Fish Hatchery County Road in Wallowa County for the sum of $[illegible]7.50 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been satisfied. This note is to inform you that such conditions have now been fulfilled and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 4[illegible]3.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

[illegible]

cc - Mr. [illegible] Savage
Mr. [illegible] Smith
Mr. [illegible] Probert
Mrs. Col[illegible] Lewis

E.L.

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$
S
E

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206 10-51

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHIP RADIOGRAM	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
July12, 1954
2:35 p.m.

Morrison-Knudsen Co., Inc.
Boise, Idaho

Contract for Enterprise-Brock Corner Section of Fish Hatchery County Road in Wallowa County for which you submitted the low bid on June 23 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

cc: CONFIRMATION
Accounting (5003-900)
Files
C. W. Head

Very truly yours,

CGPolk

C. G. POLK
District Engineer

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

July 12, 1954

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired for Oregon Project S-172 (1), Enterprise-Brock Corner Section of the Fish Hatchery Road in Wallowa County, we hereby concur as of this date in award of contract to Morrison-Knudsen Company, Inc. of Boise, Idaho, low bidder in the amount of $46,807.50 at the June 30, 1954 bid opening.

Very truly yours,

CGPolk
C. G. POLK
District Engineer

RECEIVED
JUL 14 1954
FOR FILING

S 172(1)

42-2

July 12, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for grading, surfacing and bridge widening work on the Enterprise-Brock Corner Section of the Fish Hatchery County Road in Wallowa County, Project S-172 (1), to the Morrison-Knudsen Co., Inc., of Boise, Idaho, on the basis of the bid of $46,807.50 submitted on June 23, 1954.

All rights of entry required for this contract are acquired.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

SHP:gs

5

[illegible]

S-172(1)

4233

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 12, 1954

SUBJECT:

To: Mr. W. C. Williams
OFFICE

NOTED
W. C. WILLIA

We have received this date Wallowa County's advance deposit of $10,500 in connection with the Enterprise-Brock Corner Section of FAS 484. This project is now clear for award of a contract.

John F. Hagem
John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM

cc: Mr. S. H. Probert

RECEIVED
FOR FILING

Salem, Oregon
June 29, 1954

Mr. John W. Cattrall
City & County Relations Dept.
Office

Attached for further handling are four certified copies of a Maintenance Agreement and one conformed copy of a Finance Agreement covering the Enterprise-Brock Corner Section county FAS project in Wallowa County.

The original of each of the above agreements has been retained in this office for the Commission's files and one fully executed copy each has been sent to the County Court of Wallowa County.

Very truly yours

Secretary

rn
Attach: 5

REFERRED TO [illegible]
BY SECRETARY

To file

FORM E-90 25M 9-51 82319

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 14, 1954

SUBJECT: FAS 484, Wallowa County

To: Mr. W. C. Williams
OFFICE

REFERRED TO
Glaisyer
BY DEPUTY STATE HIGHWAY ENGINEER

Attached are three copies of a finance agreement covering the Enterprise-Brock Corner Section county FAS project in Wallowa County. Two copies of the agreement have been executed by the proper county officials and are now ready for presentation to the Highway Commission. Both copies require your signature of approval.

Also attached are six copies of a maintenance agreement covering the Enterprise-Brock Corner Section project. After signature by the Highway Commission, please return four either certified true or fully executed copies to this office for transmittal to the B.P.R.

The Enterprise-Brock Corner Section project was approved by the Highway Commission on January 21, 1953.

John W. Cattrall
Engineer, County and City Relations

By
John D. Graham
John D. Graham
Office Engineer

JDG:MM
Att.

AUTHORIZED BY HIGHWAY COMMISSION
DATE January 21, 1953
Secretary

RECEIVED
JUN 15 1954
STATE HIGHWAY ENGINEER

RECEIVED
FOR FILING

C-172(1)

11-33

June 29, 1954

County Court of Wallowa County
Court House
Enterprise, Oregon

Gentlemen:

We are enclosing herewith for the records and files of Wallowa County one fully executed copy each of a Maintenance Agreement and Finance Agreement between the State Highway Commission and Wallowa County covering the Enterprise-Brock Corner Section county FAS project in Wallowa County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 2

RECEIVED
JUN 25 1954
FOR FILING

S-172(1)

[illegible]

S-172(1)

June 25, 1954

Morrison-Knudsen Company, Inc.
319 Broadway
Boise, Idaho

Gentlemen:

The State Highway Commission on June 23, 1954 accepted your bid in the amount of $46,8[illegible]7.50 for grading and surfacing and widening of a concrete bridge on the Enterprise-Brock Corner Section of the Fish Hatchery County Road in Wallowa County, which was the low bid received for that job. The Commission referred the bid to the Engineer with authority to award the contract to you as soon as certain conditions have been satisfied.

I enclose for your immediate information a copy of the proposal form pertaining to this job for use by you pending receipt of the contract and bond forms. Your attention is particularly called to the paragraphs on page 5 under the heading "Restriction on Commencement of Work".

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ekr

cc S. H. Probert
H. G. Smith
G. S. Paxson
R. C. Savage, SIAC

Enclosure

RECEIVED
JUN 1 1954
FOR FILING

S-172(1)

4238

June 17, 1954

S 172(1)

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to assure you that prior to completion of the proposed construction of the Enterprise-Brock Corner Section of the Fish Hatchery County Road (Project S-172 (1)) in Wallowa County, the State will see that reflectorized cross-buck signs and reflectorized advance warning signs are installed at the railroad grade crossing as required by G.A.M. No. 63. Also, the two existing narrow bridges will be adequately signed.

The crossing referred to is near the east end of the project, at Station 11+88.

Very truly yours,

R. H. Baldock
State Highway Engineer

JAH:gs

NOTED
W. C. WILLIAMS

June 8, 1954

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Re: Oregon Project FAS 172,
Enterprise-Brock Corner
Section, Fish Hatchery Road

Dear Sir:

The sketch map, subject project, dated February 1954, is approved today subject to the following conditions:

That the railroad grade crossings within the limits of the project shall be eliminated or adequately protected in accordance with General Administrative Memorandum No. 63.

That adequate signs and protective devices be installed warning of the narrow bridges on the route until such time as new bridges are constructed.

Very truly yours,

C. G. POLK
District Engineer

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

OREGON DISTRICT

S-172(1)

4233

S-172(1)

June 8, 1954

2 G-77.56 C
2 Adv. Non-Reflectorized
up spur line to sawmill
Priority 317 FA
197 FAS

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved P. S. and E. documents for Oregon Project S-172(1), Enterprise-Brock Corner Section of the Fish Hatchery Road in Wallowa County. This is to authorize your advertising for bids.

Our approval of P. S. and E. documents and authorization for advertising are given with the understanding that the railroad grade crossing on the project be protected by reflectorized crossbuck and advance warning signs in accordance with General Administrative Memorandum No. 63 and that the two existing narrow bridges be adequately signed to protect traffic until such time as they canbe widened or replaced by new structures.

Concurrence in award of contract will be withheld pending notification that all rights of way or rights of entry have been acquired.

Please forward the usual copies of maintenance agreement and encroachment resolution to cover this project.

Very truly yours,

C. G. Polk

C. G. POLK
District Engineer

RECEIVED
JUN 16 1954
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 8 [illegible]
FOR FILING

S-11:(1)

42 [illegible]

FAS 172

June 7, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are sending under separate cover four copies of project statement map for the Enterprise-Brock Corner Section, Project No. FAS 172.

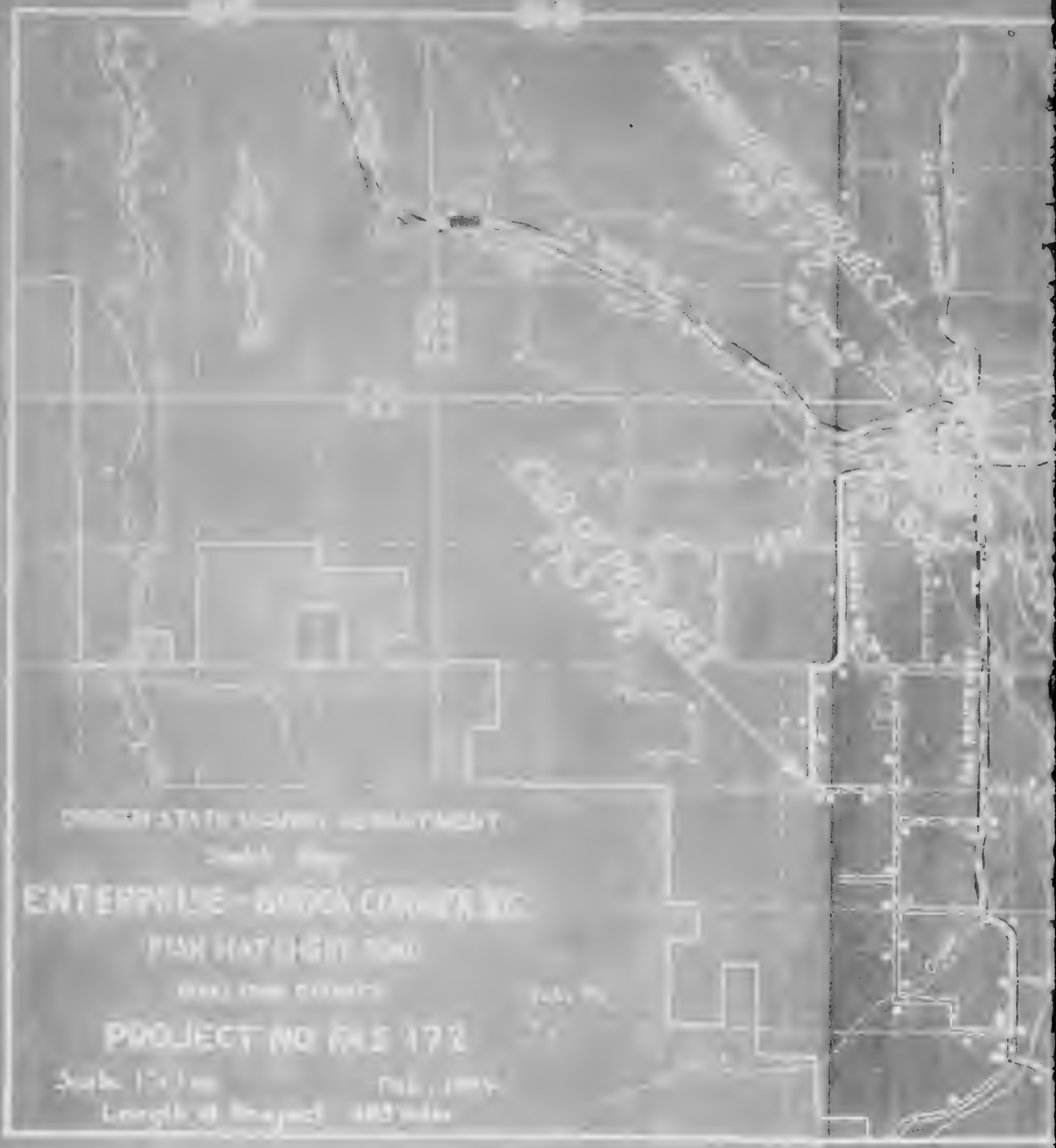
Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

JWM:gs



OREGON STATE HIGHWAY DEPARTMENT

Sketch Map

ENTERPRISE - [illegible] CORNER SEC.

FISH HATCHERY ROAD

WALLOWA COUNTY

PROJECT NO FAS 172

Scale [illegible] [illegible] 195[illegible]

Length of Project [illegible] Miles

BEGINNING OF PROJECT
FAS 1772
END OF PROJECT
FAS 1772
ENTERPRISE
MENT
ER SEC.
772

S-281(2) Forest Boundary-Bend Oiling 1954
Proj. on the Tumalo Falls-Bend
#4234 Co. Road W. from Bend.

NOTED
V. R. JONES

NOTED
H. S. COX

Salem, Oregon
November 1, 1961

Skyliner Road, FAS 579
Deschutes County

(Tentative FAS Project)

Mr. G. L. Decker
Soils Engineer
OFFICE

NOTED
Harold C. Ayers

In 1954 an O-9 oil mat was placed on this road under an FAS project. The county did the grading and placed the base. At the time this work was done, only light to medium traffic was anticipated. Now there is a possibility this route may be used for log hauling and the county has tentative plans for placing an O-11 mat over the existing oil. Would you please check this road to see if that would be adequate or if additional base may be required. A map showing this route is attached.

NOTED
R. H. PRANGE

Verne R. Jones
County and City Relations Field Engineer

VRJ:mm
Att.

NOTED
JOHN D. GRAHAM

NOTED
DON HARWELL

Form A-180

INVOICE

Oregon State Highway Department

Salem, Oregon

Invoice No. 38257

Date March 10, 1955

Your Req. No.

Billing Request No. cc-138

Credit distribution: 509-1095-257

Deschutes County
Bend, Oregon

Contract 4234
S-281(2)

Attn: County Court

Final billing covering share Deschutes County in project, Forest Boundary-Bend, FAS 579. Agreement dated June, 1954

Balance in Advance Deposit		$1,900.00
Cost of Project as per attached statement	$7,871.51	
Less: Amount previously transferred	7,000.00	
Balance due		871.51
To be refunded		$1,028.49

ACKNOWLEDGMENT OF BILLING REQUEST
Cash Received with Request $
By

State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:mm

NOTED
Harold C. Ayers

March 10, 1955

Deschutes County Court
Court House
Bend, Oregon

NOTED
J. W. CATTRALL

NOTED
J. F. HAGEMANN

Gentlemen:

Final costs on the Forest Boundary-Bend section of FAS 579 are now available and it has been determined that the agreed county share of these costs is $7,871.51 as shown in the attached cost statement. As the county initially deposited $8,900 a refund of $1,028.49 will be made within the next seven to ten days. This refund will be by means of a check from our accounting division.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:mm

OREGON STATE HIGHWAY DEPARTMENT
ITEMIZED STATEMENT OF FINAL COSTS
FOREST BOUNDARY-BEND, FAS 579
CONTRACT NO. 4234
DESCHUTES COUNTY
3/9/55

PAYMENTS TO CONTRACTOR

Item	Unit	Unit Price	Total Quantity	Total Cost
1. Preparation of base	mile	$50.00	10.05	$ 502.50
2. Furnish & place aggregates	c.y.	3.00	5,400.00	16,200.00
3. " " " 200-300 asphalt	ton	40.00	512.76	20,510.40
4. Sprinkling	M/gal.	3.00	407.93	1,223.79

Subtotal... $38,436.69

Construction Engineering 2,471.32

Total Construction Costs... $40,908.01

Federal Funds Collected for Project... $25,165.00

AGREED COUNTY SHARE OF TOTAL COSTS

50% of difference between total costs and federal funds:
($40,908.01 - $25,165.00) X 1/2 = $7,871.51

County Advance Deposit	$8,900.00
Less County Share Total Costs	7,871.51
REFUND DUE DESCHUTES COUNTY...	$1,028.49

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JAN 17 1955
FOR FILING

R. L. Baldock

9

January 6th, 1955

Forest Boundary-Bend Section
Contract #4234

S-3/1/61

4/7/61

FINAL COST ANALYSIS

Babler Bros., Inc., Contractor
. A. Fossen, Resident Engineer

Tumalo Falls-Bend Road
Prefix 509-1035

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Preparation of Base	10.05	Mile	$50.00	$51.34	$ 515.97	$ 502.50
Furnish and Place Aggregates	5,400	Cu. Yd.	3.00	2.78	15,023.81	16,200.00
Furnish and Place 200-300 Asphalt	512.76	Ton	40.00	35.71	18,310.68	20,510.40
Sprinkling	407.93	M/Gal.	3.00	1.33	542.57	1,223.79
					$34,393.03	$38,436.69

Gross Revenue	$38,436.69
Total Cost	34,393.03
Net Profit	$ 4,043.66

Net Profit Equals 10.5% of Gross Revenue

NOTED
State Highway Engineer

Detail of Cost

Labor:			
Labor & Supervision		$4,500.91	
Labor Insurance		256.45	
Health & Welfare		133.86	
			$ 4,891.22
Materials:			
200-200 Asphalt	512.76 Tons at $22.50	11,537.10	
Freight on 200-200 Asphalt	512.76 " " 7.47	3,829.74	
			15,366.84
Equipment Rentals & Misc. Supplies:			
Equipment (Owned)		2,829.70	
Gas, Oil & Grease		1,319.12	
Small Tools & Misc.		113.20	
P.L. & P.D. Insurance		51.30	
Bond		230.60	
Home Office		951.05	
			5,494.97
Paid to N. A. Toole:			
Crushed Cinder Agg.	5,400 Cu. Yd. at $1.60	8,640.00	
			8,640.00
Total Cost			$34,393.03

Remarks:

This was a "Federal Aid Secondary Project" calling for the construction of 10.05 miles of Type O-11 oil mat wearing surface. The contract was bid June 23rd, 1954, and the project was completed August 27th, 1954.

Equipment used by the contractor included one 1,250-gal. distributor, two rollers (one 10-ton, one 6-ton), one blade, one D-4 cat overshot loader and eight 6 cu. yd. trucks.

On July 19th, 1954, the N. A. Toole Construction Co. started moving in and setting up a one-crusher plant at the designated cinder deposit (Pilot Butte) where he crushed out and stockpiled at the plant all aggregate used on this project.

All asphalt used on this project was hauled from Portland in insulated transports. Some time was lost due to rain during the oiling operation.

Good supervision and equipment with good bid prices allowed the contractor a fair profit on this project.

Oscar Cutler
Chief Cost Analyst

By . . K. T. Wechter

RECEIVED
OCT 2 0 1954
FOR FILING

S-281 (2)
4234
(CONTRACT NO.)

OREGON STATE HIGHWAY DEPARTMENT
(date)
Oct. 15, 1954

(EST. NO.)   (CONTRACT NO.)   (CONTRACTOR)

4234   3-final   BABLER BROS.

(VOUCHER NO.)   (WARRANT NO.)   (AMOUNT)   (DATE)

20934   R-106136 $ 1,153.10   10/15/54

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion Date: Sep. 30, 1954

Time Extensions: None

Completion Date: Aug. 27, 1954

Date Accepted: Sep. 23, 1954

Penalties: None of record

Claims: None of record

Remarks:

Date: 10-18-54

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: OCT 18 1954

Form PR 2 (Revised 1930)

8 2419

State Oregon

Federal Aid Secondary

Project No. S-281(2)

U. S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 8th day of October, 1954,

by and between The Oregon State Highway Commission, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 26th day of May, 1954, a program, which was approved on the 3rd day of June, 1954, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were approved ~~[illegible] approval~~ by the District Engineer of the Bureau of Public Roads on the 8th day of June, 1954; and

Whereas the District ~~[illegible]~~ Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of twenty-six thousand, nine hundred and 00/100 dollars ($26,900.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

Rvh

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; (Include date and citation of Chapter 529, Laws 1939. act of legislature by which authorized)

(*b*) From other sources Cash deposited by Deschutes County with the Highway Commission.

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 0+00 in the NW 1/4, Section 10, T. 18 S., R. 10 E., W.M., and survey station 530+47.0 at the west city limits of Bend in the south half of Section 31, T. 17 S., R. 12 E., W.M., without exception,

, length 10.047 miles, in Deschutes County, being Oregon Federal Aid / Secondary project No. S-281(2), consisting of 10.047 miles of roadway and no bridges, [illegible] of more than 20 feet clear span, [illegible].

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads:

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of **twenty-six thousand, nine hundred and 00/100** dollars ($**26,900.00**), which does not exceed the authorized Federal pro rata share of **forty-three thousand, four hundred ninety-six and 75/100** dollars ($**43,496.75**), the approved total estimated cost of said project.

PAYMENTS

Article V. As the work on said project progresses, the Bureau of Public Roads shall from time to time submit vouchers to the Secretary of the Treasury for the payment to **the State Treasurer** (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of **Oregon** (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

Article VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest
H B Glaisyer
SECRETARY

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Ben R Chandler
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By
Acting Division Engineer,
Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 16—11379-5 A4.62

RECEIVED OCT 12 1954

RECEIVED 1954 DIVISION 8

RECEIVED OCT 5 1954

RECEIVED 1954

Oregon State Highway Department

Federal Aid Secondary
Project No. S-281 (2)

FOREST BOUNDARY-BEND SECTION OF THE
TUMALO FALLS-BEND ROAD IN DESCHUTES COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 4, 1954

Type Code 5231
Roadway (Sta. 0+00 to Sta. 530+47) (Contract No. 4234)

10.05	miles	Preparation of Base	$ 50.00	$ 502.50
5,500	cu. yds.	Furnishing and Placing Aggregates	3.00	16,500.00
550	tons	Furnishing and Placing 200-300 Asphalt	40.00	22,000.00
180	M-gal.	Sprinkling	3.00	540.00
			Subtotal	$39,542.50
			10% Engr. & Cont.	3,954.25
			Total	$43,496.75

Length of Roadway	10.047 miles
Cost of Roadway per mile	$4,329.32

Federal Funds	$26,900.00
State Funds	8,298.37
County Funds	8,298.38
	$43,496.75

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
Funds for Maintenance: Chap. 529, laws 1939

Note: Cash has been deposited by Deschutes County with the Highway Department.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-281 (2)

FOREST BOUNDARY-BEND SECTION OF THE TUMALO FALLS-BEND ROAD IN DESCHUTES COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, June 3, 1954

Type Code 5231
Roadway (Sta. 0+00 to Sta. 530+47)

10.05	miles	Preparation of Base	$250.00	$ 2,512.50
5,500	cu. yds.	Furnishing and Placing Aggregates	3.50	19,250.00
550	tons	Furnishing and Placing 200-300 Asphalt	42.00	23,100.00
180	M-gal.	Sprinkling	3.00	540.00
			Subtotal	$45,402.50
			10% Engr. & Cont.	4,540.25
			Total	$49,942.75

Length of Roadway	10.047 miles
Cost of Roadway per Mile	$4,970.91

Federal Funds	$30,000.00
State Funds	9,971.37
County Funds	9,971.38
	$49,942.75

RECEIVED
OCT 5 - 1954
FOR FILING

October 4, 1954

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 4234 for oiling on the Forest Boundary-Bend Section of the Tumalo Falls-Bend Road in Deschutes County was completed by the contractor, Babler Bros., Inc., on August 27 and was formally accepted by the Highway Commission on September 23, 1954.

Final payment in the amount of $1,153.10 will be released to the contractor on or after October 14, 1954. The total contract amount is $38,436.69 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

10-4-54

RECEIVED
SEP 7 - 1954
FOR FILING

September 7, 1954

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Babler Bros.,Inc. on contract No. 4234, for oiling on the Forest Boundary-Bend Section of the Tumalo Falls-Bend Road in Deschutes County.

This payment, in the amount of $31,451.59, will be released to the contractor on or after September 17, 1954. The retained percentage is $1,153.10.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc:

NOTED ON CARD

9-7-54

Form E-1

5-2V1C(-)

P

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending September 4, 1954

Section Forest Boundary - Bend

Kind of work Oiling

Highway Tumalo Falls - Bend

Section prefix 509-1035

Contractor Babler Bros. Inc.

Contract number [illegible]34

Date of contract July 12, 1954

Date of completion September 30, 1954

Date work started ...., 19....

Estimated date of completion August 27, 1954

Amount of contract $44,485.31

Per cent of time elapsed 55/81 67.90 %

Estimated cost of completed project, exclusive of engineering . . . . $ 39,436.69

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering cost to date $ 2,455.70, Compl. 77.63 %

Date project was completed August 27, 1954

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Deschutes county forces completed the placing of the fine gravel surfacing July 22.

The contractors crushing equipment started moving in on Monday July 19 and crushing began on Friday July 22. Crushing of materials continued until Monday August 9.

Preparation of base started on Monday August 9.

Placing of the specified O-11 oilmat began on August 11 and the final seal was placed on August 23. Brooming completed on August 27 and job accepted by Assistant Division Eng Swift. Removal of all equipment and cleanup was completed on August 30.

Semi-final estimate submitted to Division office on August 27.

Final report

NOTED
H. G. SMITH

RECEIVED
SEP 7 1954
OFFICE OF
[illegible] ENGINEER

Signed A. A. Tossen Resident Engineer

Address Box 151 Bend, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project				10.05	
Miles partially completed					
Miles completed				10.05	
Total estimated quantities			Asph Agg.	550 Tons 5,500 Cy	
Estimated quantities moved or placed to date		Final ------	(Agg (Asph	5,400 cy 512.76 Tons	
Average daily quantities					
Average daily quantities necessary to complete project on time.					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Warm		
Monday	Moderate & Lt .Overcast		
Tuesday	Moderate		
Wednesday	Fair		
Thursday	Clear		
Friday	Lt overcast with intermittent clearing		
Saturday			

STATE PRINTING

RECEIVED
SEP 1 - 1954
FOR FILING

S-281 (2)
[illegible]

August 31, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on August 27, 1954 on Contract No. 4234, Forest Boundary-Bend Section, in Deschutes County, in connection with Federal Aid Project No. S-281 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

[illegible]

cc: John Cattrall

RECEIVED
AUG 6
FOR FILING

5-[illegible]

[illegible]

August 5, 1954

Babler Bros., Inc.
4617 S. E. Milwaukie Ave.
Portland, Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 4234, which was awarded to you on July 12 by the State Highway Commission, for oiling on the Forest Boundary-Bend Section of the Tumalo Falls-Bend Road in Deschutes County.

A copy of this contract is also being sent to the Surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl.

RECEIVED
JUL 23 1954
FOR FILING

S-281(2)

4234

July 22, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on July 19, 1954 on Contract No. 4234, Forest Boundary-Bend Section in Deschutes County in connection with Federal Aid Project No. S-281 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DB:ch

Form A-180 10M 2-44

579

INVOICE

Oregon State Highway Department

Salem, Oregon

NOTED
V. R. JONES

RECEIVED
1954

Deschutes County
Bend, Oregon

Attn: County Court

Invoice No. 34738

Date July 19, 1954

Your Req. No.

Billing Request No. CC 99

Credit distribution: 509-1035-297

NOTED
J. F. HAGEMANN

Advance Deposit	8,900.00
Partial transfer of county's share of total costs-Forest Boundary-Bend county FAS project in Deschutes County covered by agreement dated June, 1954.	
To be retained	7,000.00
	$1,900.00

REQUEST

JFH:MM

cc: Mr. S. H. Probert

RECEIVED

FORM E-30

S-281(2)

-1274

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 16, 1954

SUBJECT:

To: Mr. W. C. Williams
OFFICE

NOT
W. C. WILLIAM

Deschutes County's advance deposit of $8,900 in connection with the Forest Boundary-Bend project, FAS 579, was received on July 13th. Mr. Probert was verbally notified on that date that the project was clear for award of a contract.

John F Hagemann
John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM

cc: Mr. S. H. Probert

NOTED
V. R. JONES

July 15, 1954

NOTED
Harold C. Ayers

Honorable C. L. Allen
Deschutes County Judge
Bend, Oregon

Dear Sir:

This is to acknowledge receipt of an advance deposit in the amount of $8,900 in connection with the Forest Boundary-Bend Section of FAS 579 and to advise that Contract No. 4234 was awarded to Babler Bros., Inc. on July 12th.

A copy of the contract will be forwarded under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

NOTED
J. F. HAGEMANN

John F. Hagemann
Asst. Engr., County and City Relations

RHP:MM

RECEIVED
FOR FILING

[illegible]

4531

AGENDA
AUG 9 1954

32-12

July 12, 1954

[illegible] Bros., Inc.
[illegible] S. E. Milwaukie Avenue
Portland, Oregon

Gentlemen:

The State Highway Commission on June 24th accepted your proposal for oiling on the Forest Boundary-Bend Section of the Tumalo Falls-Bend County Road in Deschutes County for the sum of $3[illegible],[illegible].5[illegible] and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been satisfied. This note is to inform you that such conditions have now been fulfilled and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 4[illegible]4.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

[illegible]

cc - Mr. [illegible] G. [illegible]
Mr. [illegible] Smith
Mr. [illegible] [illegible]
Mrs. Goldie Lewis

E.L.

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$
S
E

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206 10-51

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHIP RADIOGRAM	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
July 12, 1954
3:20 p.m.

Babler Bros., Inc.
4617 S. E. Milwaukie Avenue
Portland, Oregon

Contract for Forest Boundary-Bend Oiling Project on Tumalo Falls-Bend County Road in Deschutes County for which you submitted the low bid on June 24 was awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

cc: CONFIRMATION
Accounting (5003-900)
Files
C. W. Mead

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
JUL 14 1954
FOR FILING

OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

S-281(2)

4231

July 12, 1954

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired for Oregon Project S-281 (2), Forest Boundary-Bend Section of the Tumalo Falls-Bend Road in Deschutes County, we hereby concur as of this date in award of contract to Babler Bros., Inc. of Portland, Oregon, low bidder in the amount of $39,542.50 at the June 24, 1954 bid opening.

Very truly yours,

C G Polk

C. G. POLK
District Engineer

RECEIVED
JUL 14 1954
FOR FILING

[illegible]

4234

July 12, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for oiling work on the Forest Boundary-Bend Section of the Forest Boundary-Bend County Road in Deschutes County, Project S-281 (2), to Babler Bros., Inc., of Portland, Oregon, on the basis of the bid of $39,542.50 submitted on June 24, 1954.

All rights of entry required for this contract are acquired.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

SHP:gs

files

F. C. SHOLES, SHERIFF
HELEN M. DACEY, COUNTY CLERK
EDITH FAIRCHILD, TREASURER
LESLIE M. ROSS, ASSESSOR

C. L. ALLEN, COUNTY JUDGE
E. E. VARCO, COMMISSIONER
A. E. STEVENS, COMMISSIONER
DR. J. H. STEWART, COUNTY HEALTH OFFICER

VELMA G. BUCKINGHAM, SCHOOL SUPT.
E. O. STADTER, DISTRICT ATTY.
DR. GEORGE W. WINSLOW, CORONER
ED RISEN, SURVEYOR

DESCHUTES COUNTY
STATE OF OREGON
BEND, OREGON

RECEIVED
FOR FILING
5-281(2)

4-54

July 9, 1954

Mr. H. B. Glaisyer
Secretary
State Highway Department
Salem, Oregon

Dear Mr. Glaisyer:

Complying with the terms of the agreement for federal aid project on the Tumalo Falls-Bend County Road, we are enclosing with this Deschutes County's check for the twenty percent participation in the amount of $8,900.00.

I also wish to thank you at this time for your note informing me that an engineer had been assigned to the Sisters-Redmond section of State Highway 126.

With kind regards and best wishes, I am

Yours ~~very~~ sincerely,

C. L. Allen
County Judge

Warrant No. A1550
for $\$8900^{00}$ to acctg
Div. 7-13-54
F.Q.

CLA/ci

Enc. 1

RECEIVED
JUL 12 1954
OREGON
STATE HIGHWAY COMMISSION

Form cc-12 (1954 Rev.)

Oregon Project S-281(2)
FAS 579

RESOLUTION

C-9

WHEREAS, a county road in Deschutes County, State of Oregon, known as the Tumalo Falls-Bend County Road, is routed through the County of Deschutes, Oregon, a municipal corporation, and a section of said road has been officially adopted for improvement by the State Highway Commission and Deschutes County, the section adopted for improvement being more particularly described as follows; to wit:

> From highway engineer's station 0+00 which is 10.05 miles west of the west city limits of Bend, easterly to the west city limits of Bend, a distance of 10.047 miles.

AND, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal Aid for the improvement of said county road,

AND, WHEREAS, the Department of Commerce, Bureau of Public Roads, will not participate in the construction of said county road until and unless the said County of Deschutes will guarantee by resolution officially adopted by the County Court, that no encroachments will be permitted upon the right of way of said county road within the limits of the section described above, which will permanently obstruct or interfere with the free and convenient flow of traffic over said county road, and will so regulate parking of vehicles on said county road that the free, convenient, and safe flow of traffic shall not be impeded; and agree not to impose unreasonable limitations of speed upon said county road, nor impose any regulations of traffic which will operate to discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets, or avenues.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the County Court of Deschutes County, Oregon, that no encroachments will be permitted on the county road known as the Tumalo Falls-Bend County Road, which will permanently or unduly interfere with the free and convenient flow of traffic along said county road; and will so regulate the parking of vehicles along said county road as not to impede the free, convenient, and safe flow of traffic; and will not impose any unreasonable limitations of speed upon said county road, nor impose any regulation of traffic upon said county road which shall unduly discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets, or avenues.

It being understood that nothing in this resolution of agreement by the County Court shall be construed so as to prevent or impair proper police regulations and the enforcement of all existing laws and regulations respecting the use of said county road, nor to prevent such temporary obstructions to traffic as may be necessitated by the construction of water or gas mains, sewers, and other public improvements, or to preclude the proper use of said county road for the placement of telephone or electric light poles or other public service facilities.

Passed by the County Court of ____________ County, Oregon, this _____ day of ________________, 1954.

By C. L. Allen
County Judge

Attest:
Helen M. Dacey
County Clerk

By E. E. Vance
County Commissioner

By A. E. Stevens
County Commissioner

RECEIVED
JUN 30 1954
FOR FILING

S-28(2)

4[illegible]1

June 29, 1954

County Court of Deschutes County
Court House
Bend, Oregon

Gentlemen:

We are enclosing herewith for the records and files of Deschutes County one fully executed copy each of a Maintenance Agreement and Finance Agreement between the State Highway Commission and Deschutes County covering the Tumalo-Bend Section county FAS project in Deschutes County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 2

RECEIVED
JUL 1 - 1954
FOR FILING

Salem, Oregon
June 29, 1954

[illegible] 190

Mr. John W. Cattrall
City & County Relations Dept
Office

Attached hereto for further handling are four certified copies of a Maintenance Agreement and one conformed copy of a Finance Agreement with Deschutes County covering the Tumalo-Bend Section county FAS project in Deschutes County.

The original of each of the above agreements has been retained in this office for the Commission's files and a fully executed copy of each has been sent to the County Court of Deschutes County.

Very truly yours

Secretary

rm
Attach: 5

C

REFERRED TO [illegible]
BY SECRETARY

to file

AGENDA
JUN 2 [illegible]

A

FORM E-90 25M 9-51 53319

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 21, 1954

SUBJECT: FAS 579, Deschutes County

To: Mr. W. C. Williams
OFFICE

REFERRED TO
Glaisyer
BY DEPUTY STATE HIGHWAY ENGINEER

L

Attached are three copies of a finance agreement covering the Tumalo-Bend Section county FAS project in Deschutes County. Two copies of the agreement have been executed by the proper county officials and are now ready for presentation to the Highway Commission. Both copies require your signature of approval.

Also attached are six copies of a maintenance agreement covering the Bend-Tumalo Section. After signature by the Highway Commission, please return four either certified true or fully executed copies to this office for transmittal to the B.P.R.

The Bend-Tumalo Section project was approved by the Highway Commission on September 24, 1953.

John W. Cattrall
Engineer, County and City Relations

By

JWG Graham

John D. Graham
Office Engineer

JDG:MM
Att.

AUTHORIZED BY HIGHWAY COMMISSION
DATE September 24, 1953
W B Glaisyer
Secretary

Sign 2 copies of each

A

NOTED
V. R. JONES

June 25, 1954

Deschutes County Court
Court House
Bend, Oregon

NOTED
J. F. HAGEMANN

Gentlemen:

On June 24th the Highway Commission received a satisfactory bid from Babler Bros., Inc., of Portland for oiling the Forest Boundary-Bend Section of FAS 579. As per the agreement between the State and County, an advance deposit of 20% of the estimated total cost based on the low bid is required from the County prior to award of a contract. The amount of this deposit is as follows:

Bid Items	$39,542.50
12-1/2% Engineering & Contingencies	4,942.81
Estimated total cost	$44,485.31

Advance Deposit
20% of $44,485.31= $8,897.06--or say $ 8,900.00

Please make this deposit by means of a warrant or check in the amount of $8,900, payable to the Oregon State Highway Commission, forwarding same to this office. Upon receipt of said deposit a contract will be awarded. Your immediate attention to this matter will be appreciated.

Based on the above estimate, Deschutes County will have an available balance from fiscal year 1954-1955 FAS funds of approximately $11,000 (includes federal, state, and county funds).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM

RECEIVED
JUN [illegible] 1954
FOR FILING

S-281 [illegible]

[illegible]

S-281-[illegible]

June 25, 1954

Babler Bros., Inc.
4617 S. E. Milwaukie Avenue
Portland, Oregon

Gentlemen:

The State Highway Commission on June 24, 1954 accepted your bid in the amount of $39,542.50 for Forest Boundary-Bend Oiling Project on the Tumalo Falls-Bend County Road west from Bend in Deschutes County, which was the low bid received for that job. The Commission referred the bid to the Engineer with authority to award the contract to you as soon as certain conditions have been satisfied.

I enclose for your immediate information a copy of the proposal form pertaining to this job for use by you pending receipt of the contract and bond forms. Your attention is particularly called to the paragraphs on page 5 under the heading "Restriction on Commencement of Work".

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

mm

Enclosure-1

cc: H. G. Smith
S. H. Probert
R. G. Savage-SIAC

RECEIVED
FOR FILING

OREGON DISTRICT 5-81(1)

8-54

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

400 STATE HIGHWAY BLDG.
SALEM, OREGON

June 8, 1954

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Re: Oregon Project FAS 281 (Revised)
Forest Boundary-Bend Section,
Tumalo Falls-Bend Road

Dear Sir:

The sketch map, subject project, dated May 1954 is approved today. It is noted that the route locations shown on the sketch map and system maps are not in exact agreement. It is believed, in this case, that the difference is not great enough to require action leading to system revision, however, in the future, we would appreciate receiving, with your letter of transmittal of the sketch map, reasons for discrepancies between sketch maps and the latest approved system maps.

Very truly yours,

C. G. Polk

C. C. POLK
District Engineer

RECEIVED
JUN 15 1954
OREGON
STATE HIGHWAY COMMISSION

Encl.

John F. Hagemann
Asst. Engr., County and City Relations

RECEIVED
[illegible]
X3 ✓
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

S-281(3)

4221

S-281(2)

June 8, 1954

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved P. S. and E. documents for Oregon Project S-281(2), Forest Boundary-Bend Section of the Tumalo Falls-Bend Road. This is to authorize your advertising for bids.

Please forward the usual executed copies of encroachment and maintenance resolutions prior to the project agreement stage.

Award of contract will be withheld pending notification that all rights of way or rights of entry have been acquired.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

RECEIVED
JUN 15 1954
OREGON
STATE HIGHWAY COMMISSION

John F. Hagemann
Asst. Engr., County and City Relations

Encl.

NOTED
V. R. JONES

June 7, 1954

NOTED
Harold C. Ayers

Deschutes County Court
Court House
Bend, Oregon

Gentlemen:

Enclosed are two copies of an agreement covering finances, six copies of a maintenance agreement, six copies of an encroachment resolution, and a set of plans and specifications in connection with the Tumalo Falls-Bend Section of the Tumalo Falls-Bend County Road, FAS 579, upon which bids will be accepted on June 24th. It was decided to take bids on this project in June so that the contractor could prepare his oiling aggregates while the county was doing its preliminary work.

The finance agreement covers state and county participation in costs and provides for an advance deposit to be made by the county after the low bid has been determined and prior to award of a contract. The estimated total cost of the project is $51,000; however, the low bid received plus 12-1/2% for engineering and contingencies will be the basis for the county's deposit. You will be notified immediately after bids have been received of the amount of the advance deposit.

The maintenance agreement and encroachment resolution are standard forms required by the Bureau of Public Roads in connection with projects of this nature. The maintenance agreement provides that the county agrees to maintain the completed project in a manner satisfactory to the B.P.R., and the encroachment resolution provides that the county will permit no encroachments on the right of way which will permanently interfere with the free and convenient flow of traffic.

The set of plans and specifications is for your information and records. The specifications provide that the project shall be completed not later than September 30, 1954.

If satisfactory, please sign, have the County Clerk attest, and return all copies of both agreements and five copies of the resolution to this office. After signature by the Highway Commission, a fully executed copy of each agreement will be returned. Please mail the signed agreements and resolution so as to arrive in this office not later than June 18th.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

Encl.

S-281(2)

4.24

S-281(2)

June 7, 1954

NOTED
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The addition of Item 278, Project S-281(2), to the Oregon Federal-aid Secondary Highway Program is approved effective June 3, 1954. This action is in accordance with your May 26, 1954 request.

Very truly yours,

C. G. POLK
District Engineer

Original to
Mr. Roberts

RECEIVED
JUN 8 1954
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 8 1954
FOR FILING

S-281(2)
4234

FAS-WPS 281

June 7, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are sending under separate cover four copies of project statement map for the Forest Boundary-Bend Section, Project No. FAS-WPS 281 (Rev.).

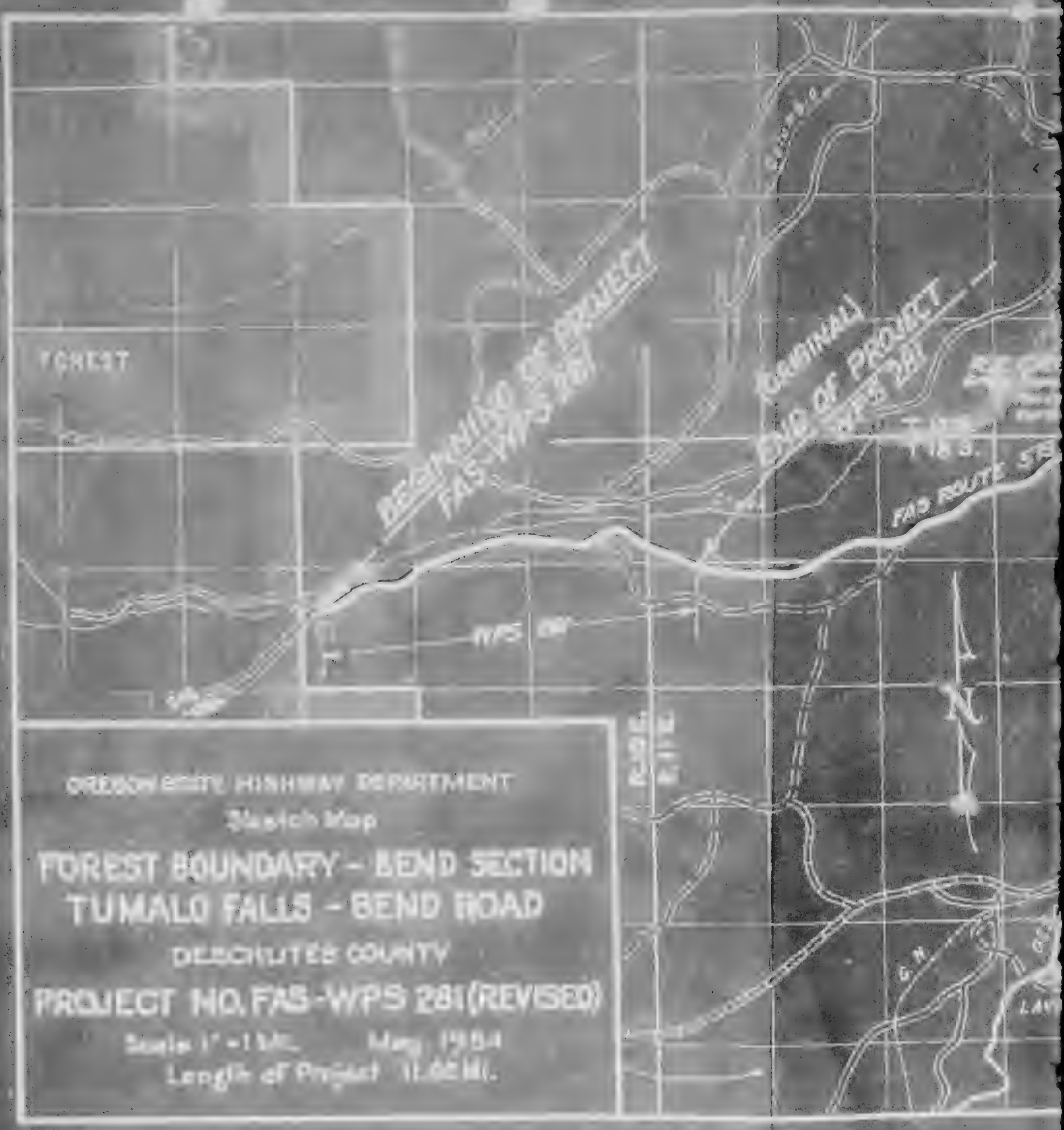
Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

JWH:gs


FOREST
BEGINNING OF PROJECT
FAS-WPS 281
(ORIGINAL)
END OF PROJECT
FAS-WPS 281
T.18S.
FAS ROUTE ST
WPS 281
R.10E.
R.11E.
N

OREGON STATE HIGHWAY DEPARTMENT

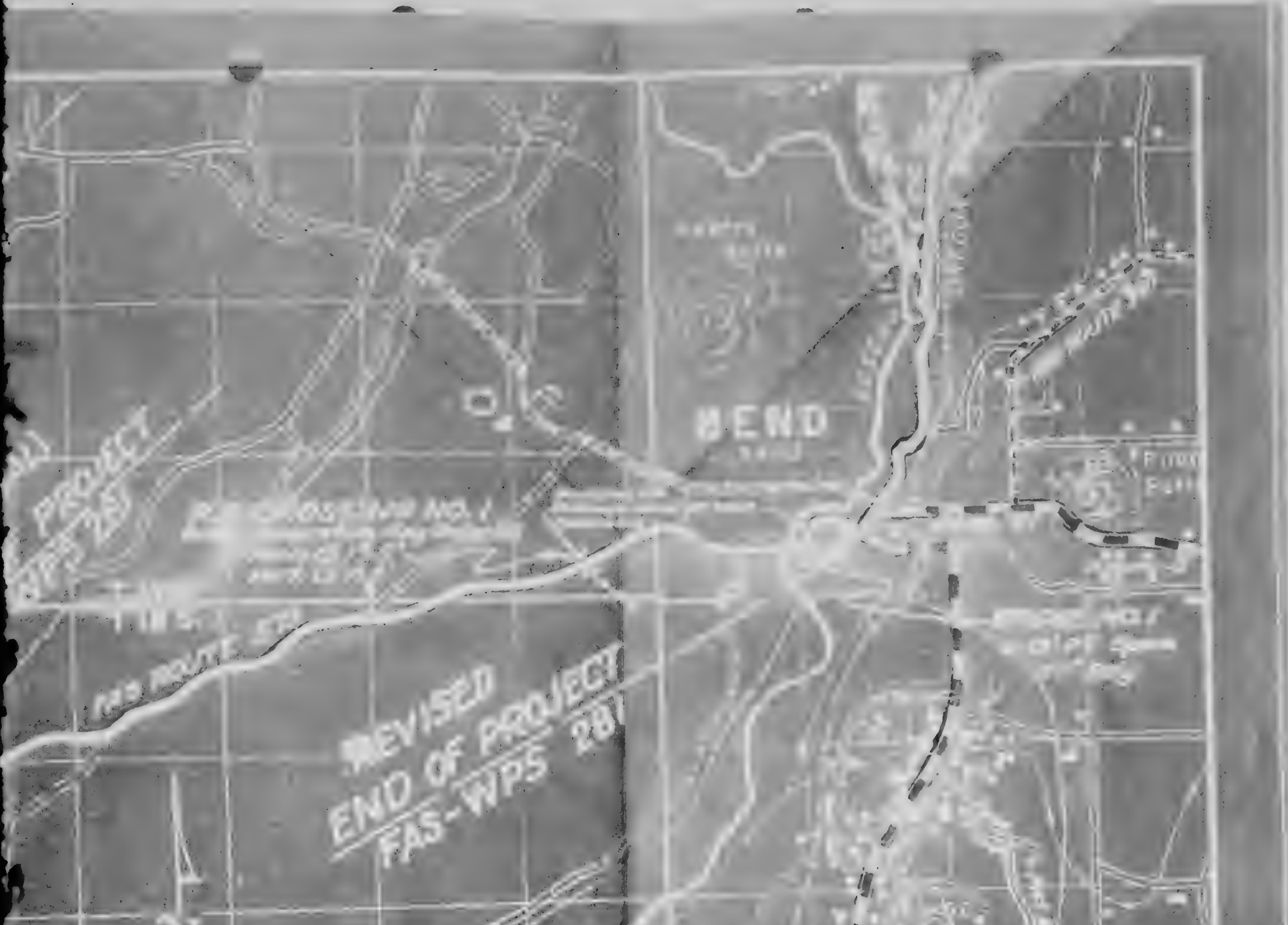
Sketch Map

FOREST BOUNDARY – BEND SECTION
TUMALO FALLS – BEND ROAD

DESCHUTES COUNTY

PROJECT NO. FAS-WPS 281 (REVISED)

Scale 1" = 1 Mi. May 1954
Length of Project 11.62 Mi.



BEND
PROJECT
WPS 281
REVISED
END OF PROJECT
FAS-WPS 281
FAS ROUTE
N
DESCHUTES
Arnold
Canal
Lava Falls

NOTED
V. R. JONES

Salem, Oregon
May 28, 1954

FAS 579, Deschutes County

Mr. Earl Saling
Right of Way Division

NOTED
Harold C. Ayers

I am returning all copies of the lease and sale of road materials form made out for Deschutes County, Don B. Anderson, Clara I. Anderson, and Lillian A. Van Matre; file 22047; and the options for this material taken by Mr. Cozad on May 4, 1954.

I discussed this matter with Mr. Chandler, Division IV Engineer, and Deschutes County and Mr. Chandler advises that the state is no longer interested in this material source. Deschutes County is going to negotiate directly with the owners to obtain cinders for county use in county construction.

John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM
Encl.

J. F. [illegible]

FORM E-90 25M 9-51 82315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

May 20, 1954
OFFICE

SUBJECT: Van Matre et al
File No. 22047
Bend-Tumalo Lake Highway
Deschutes County

To: Mr. John W. Cattrall
City and County Relations Engineer
OFFICE

Dear Mr. Cattrall:

Attached in quadruplicate is a lease and sale of road materials form made out for the county, Don B. Anderson, Clara I. Anderson and Lillian A. Van Matre to enter into a road materials lease. Please see Mr. Porter's letter to John F. Hagemann dated May 6, 1954, which is attached, together with two copies of the State's option with Van Matre et al.

You will note that we have not placed the description in the lease as the description of the property will have to be determined from the exploration or whatever the county wishes to lease. We have no objections to the county or the county attorney changing this form, as it is only a copy of our form typed with the county's name thereon.

Very truly yours,

R. L. PORTER
Right of Way Engineer

By Earl F Saling
Earl F. Saling
Right of Way Office Manager

EFS:ls
Encl. Porter's letter,
lease in quad.,
2 cc. option

cc: R. L. Porter

RECEIVED
MAY 21 1954
ENGINEER
[illegible]

22047

FORM E-90 25M 9-51 58316

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 6, 1954

SUBJECT: Bend-Tumalo Falls Section
Bend-Tumalo Highway
Deschutes County

To:

Mr. John F. Hagemann
Assistant Engineer
City and County Relations
OFFICE

RECEIVED
MAY 10 1954
LEGAL DEPT.

Herewith an option executed by Lillian Van Matre and Don Anderson for a material source for use in the above project. Inasmuch as I believe this is a county obligation, it is suggested that you turn it over to them for whatever action deemed necessary.

R. L. Porter
R. L. PORTER
Right of Way Engineer

RLP/fn

Enc.

[illegible]
& [illegible]

RECEIVED
MAY 7 - 1954
ENGINEER
CITY & COUNTY RELATIONS

RECEIVED
MAY 1 1954
RIGHT OF WAY DEPT.

NOT[illegible]
Harold C. A

NOTED
V. R. JONES

Salem, Oregon
May 28, 1964

FAS 579, Deschutes County
Bend-Tumalo Falls Section

Mr. H. G. Smith
Construction Engineer

On May 27th I met with the Deschutes County Judge and Roadmaster and Mr. Chandler, Division IV Engineer, for the purpose of arriving at a final understanding on details for the construction of the Tumalo Falls-Bend County FAS project.

The county requested the following revisions in the design and specifications:

1. That 200-300 asphalt be used in the oil mat rather than 150-200. As this is a very low traffic road (A.D.T. of 20), the county from past experience feels that the 200-300 asphalt will stay alive longer.

2. That the oil mat be reduced from 20 feet to 18 feet in width and the total top width including shoulders be a minimum of 20 feet rather than 22 feet. To meet the minimum 22 foot top width would require additional grading at some points and due to the low traffic volume, the additional cost involved was not considered as warranted.

Mr. Chandler had no objections to the above revisions and the design would still meet the minimum AASHO standards for the A.D.T. of this road.

The FAS project is for the oil mat only. The county is to perform all required grading operations (reshaping) and place additional base material prior to oiling. The county advises that they will complete their portion of the work by the first part of August. After completion of the FAS project the county will place shoulder material as required.

At the request of Mr. O'Neil, I advised Mr. Chandler that the available test reports on the two possible sources of material shown in the field data showed a higher abrasion percentage than allowed in the specifications. Mr. Chandler advised that he was confident cinders of proper quality could be obtained from both pits and asked that they still be specified as available sources.

John F. Hagemann
Asst. Engr., County and City Relations

NOTED
J.F. HAGEMANN

JFH:MM
cc: Frank Hall
V. G. O'Neil
J. W. Nash

CEIVED
FOR FILING

S-281(2)

4/21

May 26, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

As a part of the Federal-aid Secondary Highway Program, it is our desire to contract the construction of FAS Route 579 from Bend to the west end of this FAS Route.

The program data for this project is as follows:

Item No.	278
County	Deschutes
Project No.	S-281 (2)
F.A.S. Route No.	579
State Route No.	County Road
Termini	Bend to west end of FAS 579
Construction Cost:	
Total	$53,000
Federal Funds	$31,800
State Funds	$10,600
Other Funds	$10,600
Project Totals:	
Total Cost	$53,000
Federal Funds	$31,800
Length	10.05 miles
Character of Proposed Work	2-lane intermediate type surfacing

Traffic figures for the project are as follows:

1953 Data:	
ADT	20
Per cent commercial	10
1973 Data:	
ADT	40
Per cent commercial	10

This section which extends from the west city limits of Bend to the west end of FAS Route No. 579 is presently being reshaped by Deschutes County and additional base material is being placed to result in a total depth of 8 inches. Alignment of the road is very good. The west 3.5 miles was graded and drained in 1936 under project No. WPS 281.

The proposed project is to construct a 20-foot oil mat surface, Type O-11. It is the plan of Deschutes County to place shoulder materials, without Federal participation, after completion of the oiling. The width of shoulders on the east 9.4 miles is to be one foot. On the westerly 0.7 mile the shoulders are to be constructed 20 feet in width to provide parking facilities for the ski-jump and lodge located along this section of the road.

This route extends from Bend to a recreational area in the vicinity of Tumalo Lake. It serves primarily recreational and tourist traffic and leads to a government constructed lodge and ski-jump located near its west terminus. A portion of the route also serves as an access road to the Bend municipal water supply.

This road is the only remaining FAS Route in Deschutes County that has not been improved to a bituminous treated wearing surface.

A small scale map showing the location of the project is enclosed. No crossings of railroads are involved.

The project has been selected by the Highway Commission and the road officials of Deschutes County in cooperation with each other as required by provisions of the Federal Aid Act.

Release for advertising by June 7 is desired.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

SHP:gs
Encl.

NOTED
V. R. JONES

Salem, Oregon
May 24, 1954

Mr. H. G. Smith
Construction Engineer

NOTED
Harold C. Ayers

The field data for the Tumalo Falls-Bend project on FAS 579 in Deschutes County has been examined and found to be consistent with the project as proposed by the county and approved by the Highway Commission. The field estimate of $52,400 is within the $53,000 of available funds. Deschutes County will place the shoulder material as required after the FAS oiling project has been completed.

John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM

cc: V. G. O'Neil

NOTED
J. F. HAGEMANN

NOTED
V. R. JONES

NO
Harold C. Ayers

MEMO: To J. W. Nash
RE: Projects for Programming with B.P.R.
DATE: May 24, 1954

DESCHUTES COUNTY: Tumalo Falls-Bend Section, FAS 579, 10.05 Miles.

Funds:	County	$10,600
	State	10,600
	Federal	31,800
	Total..	$53,000

This section extends from the west city limits of Bend westerly to the end of FAS 579 approximately 1 mile northeast of Tumalo Lake.

The proposed project is to place an 0-11 20' in width on the existing road. Deschutes County is presently reshaping the roadbed and placing additional base material to a total depth of 8". Deschutes County will also place shoulder material upon completion of the FAS oiling project. The shoulder width on the easterly 9.4 miles will be 1'. On the westerly 0.7 miles this shoulder width will be 20'. The reason for this 20' width is to provide parking facilities for the ski-jump and lodge located along this section of road.

FAS 579 is known as the Tumalo Falls County Road and extends from Bend to a recreational area in the vicinity of Tumalo Lake. This road primarily serves recreational and tourist traffic and leads to a government constructed lodge and ski-jump near its west terminus. A portion of the road also serves as an access road to the Bend municipal water supply. The route is used extensively by childrens' and community organizations during both summer and winter seasons. All other FAS routes in Deschutes County have been improved to a bituminous wearing surface and are in excellent condition.

January 6, 1954

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: County and City Relations

Dear Sir:

We are transmitting Division Engineer W. H. Lynch's December 22, 1953 letter through this office approving the revision in the mileage and jurisdictional designation of Oregon Federal-aid Secondary Highway Route 579 in Deschutes County. The revision is as described in supplemental tabulation No. 73A, and shown on the map accompanying your letter of December 17, 1953.

Included is one copy of Supplemental Tabulation No. 73A recording the action.

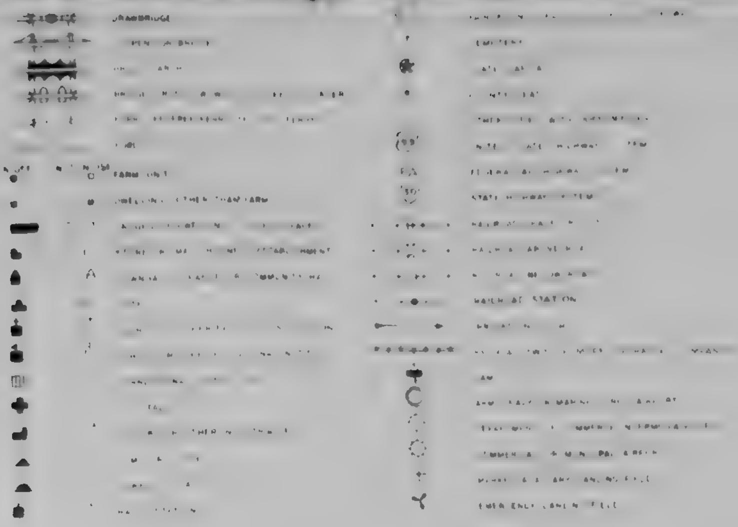
We have marked our files of record. Please provide us with the usual number of copies of the revised file pages showing description and mileage data.

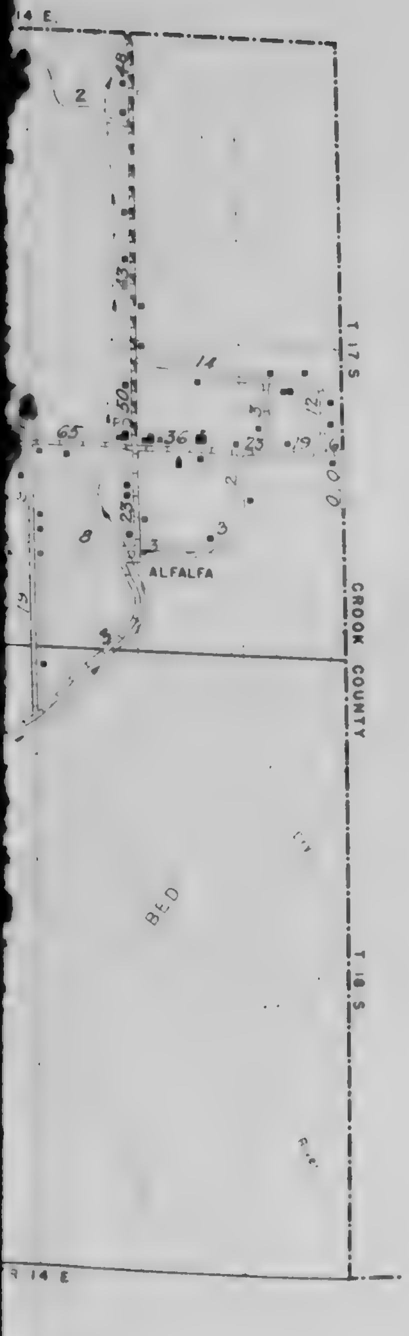
Very truly yours,

C. G. POLK
District Engineer

Encls.

(S.T. 73A) [illegible]




14 E.
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CROOK COUNTY
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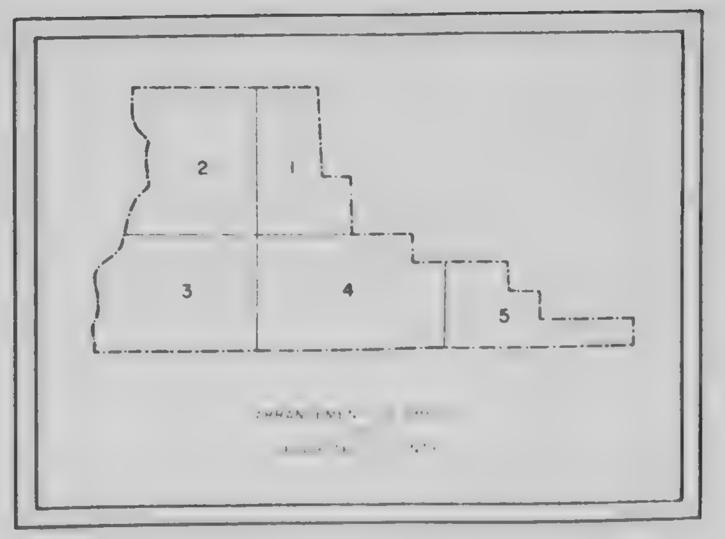
GENERAL HIGHWAY MAP
DESCHUTES COUNTY
OREGON

PREPARED BY THE
OREGON STATE HIGHWAY DEPARTMENT
IN COOPERATION WITH THE
U. S. DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DATA OBTAINED FROM
STATE-WIDE HIGHWAY PLANNING SURVEY

SCALE

1936
REVISED 1939



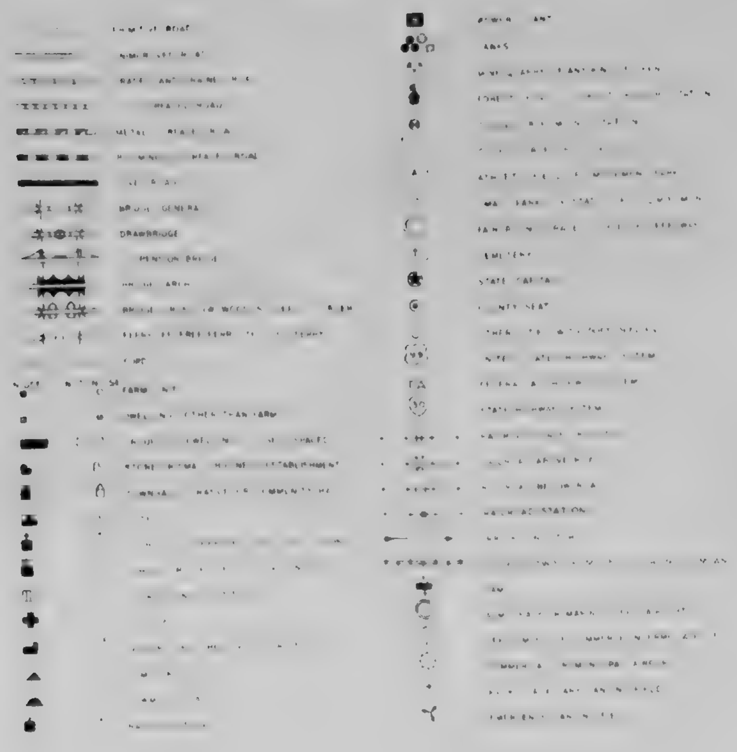
SHEET 1 OF 5

S.T. No. 73A

TRAFFIC VOLUME

FIGURES PARALLELING ROAD BAND ARE THE 1941 ANNUAL DAILY TRAFFIC VOLUMES AND APPLY TO THE SECTION OF ROAD BETWEEN ROAD JUNCTIONS AS SHOWN.

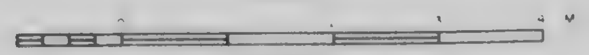
LEGEND


DRAWBRIDGE

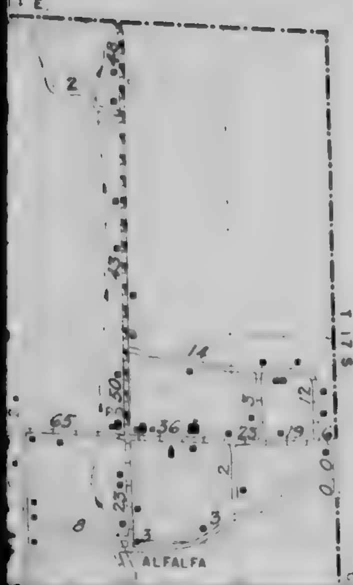
GENERAL HIGHWAY MAP
DESCHUTES COUNTY
OREGON

PREPARED BY THE
OREGON STATE HIGHWAY DEPARTMENT
IN COOPERATION WITH THE
U. S. DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DATA OBTAINED FROM
STATE-WIDE HIGHWAY PLANNING SURVEY

SCALE



1936
REVISED 1939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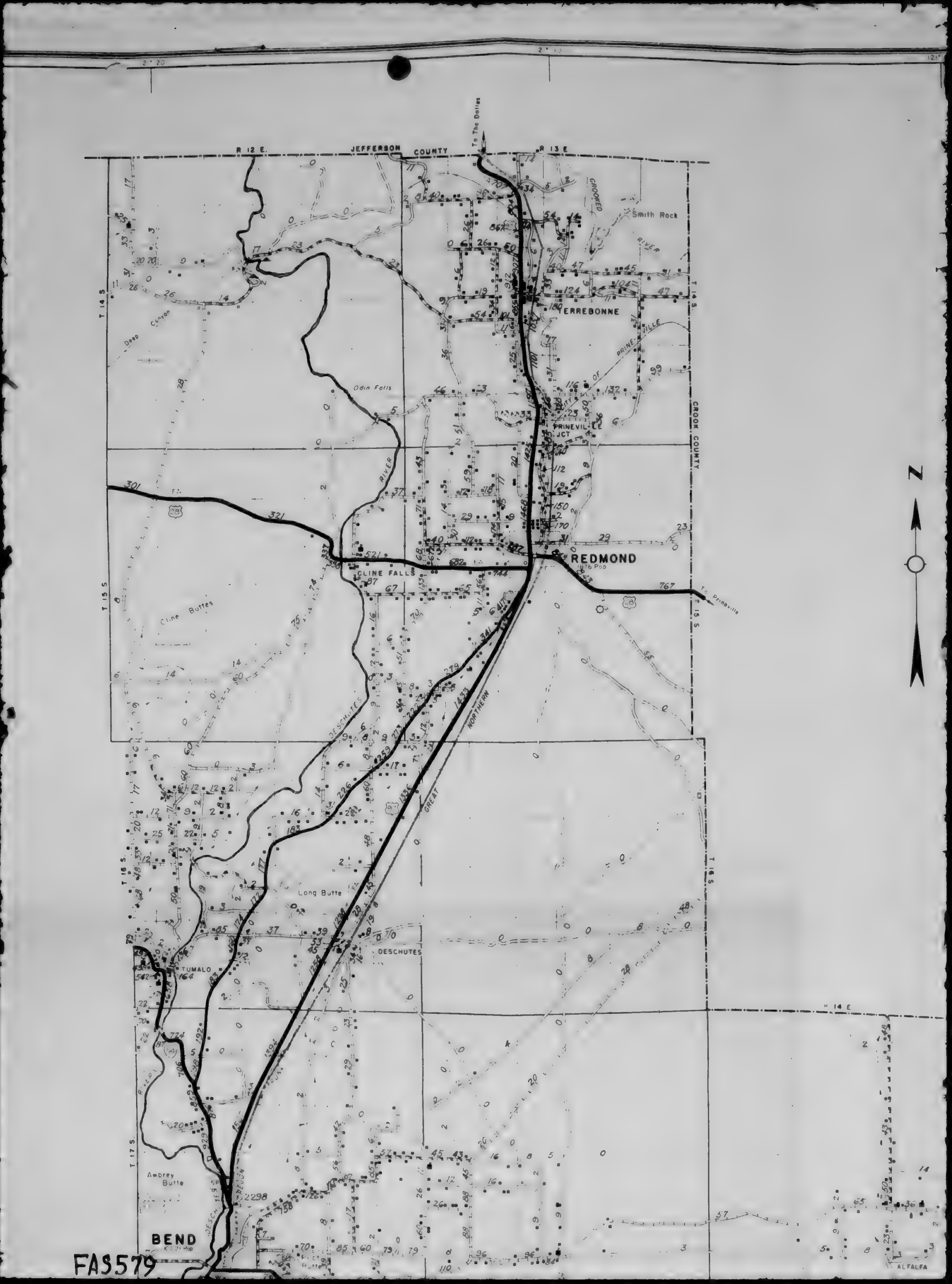
JEFFERSON COUNTY
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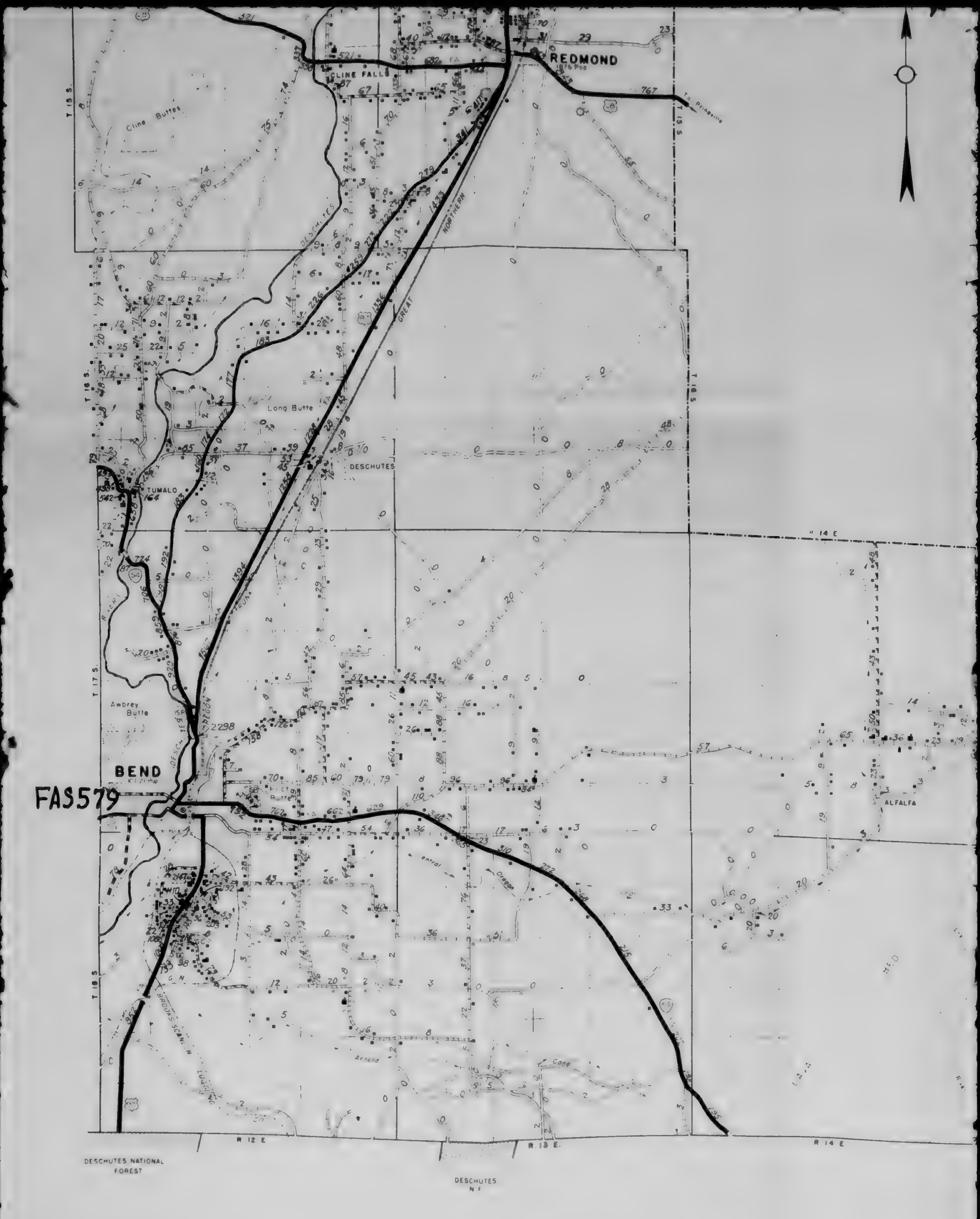
R 13 E
R 14 E
To The Dalles
Smith Rock
CROOKED
RIVER
TERREBONNE
PRINEVILLE JCT
CITY OF PRINEVILLE
REDMOND
1876 Pop
To Prineville
CROOK COUNTY
CLINE FALLS
Cline Buttes
Odin Falls
Deep Canyon
RIVER
DESCHUTES
Long Butte
TUMALO
DESCHUTES
GREAT NORTHERN
Awbrey Butte
BEND
Pilot Butte
ALFALFA
T 14 S
T 15 S
T 16 S
T 17 S
N

FAS579


REDMOND
1876 Pop
CLINE FALLS
Cline Buttes
To Prineville
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T 18 S
DESCHUTES
GREAT NORTHERN
Long Butte
DESCHUTES
TUMALO
OREGON
Awbrey Butte
BEND
FAS579
Pilot Butte
ALFALFA
R 12 E
R 13 E
R 14 E
DESCHUTES NATIONAL FOREST
DESCHUTES N.F.

December 7, 1953

NOTED
J. W. CATTRALL

Deschutes County Court
Court House
Bend, Oregon

NOTED
Harold C. Ayers

NOTED
J. F. HAGEMANN

Gentlemen:

On November 23, 1953, the Bureau of Public Roads approved the addition of the Tumalo Falls Road to the Federal Aid Secondary System. This road has been assigned FAS Route No. 579. Please revise your maps showing the FAS System accordingly.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:[illegible]

October 6, 1953

NOTED
Harold C. Ayers

Deschutes County Court
Court House
Bend, Oregon

NOTED
J. F. HAGEMANN

Gentlemen:

On September 24th the Highway Commission approved the Federal Aid Secondary project as shown in the attached tabulation. The details as set forth in this tabulation are believed to conform with the Court's request.

Approval by the Bureau of Public Roads and preparation of plans and specifications are now required prior to contracting the proposed project. Preliminary engineering will be handled by our Division Office in Bend and will proceed as rapidly as available engineering personnel will permit.

As you know, the county will be required to make an advance deposit of 20% of the estimated total cost before award of a contract. In the case of Deschutes County, this will be approximately $10,600 and will be covered by an agreement at a later date.

If you wish any further information on this matter, please advise.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:MM
Att.

PROPOSED PROJECT
DESCHUTES COUNTY
AVAILABLE FUNDS - $53,000

FAS 579 - Bend-Tumalo Lake Section, Approximately 10.5 Miles.
This section extends from the Bend city limits westerly to the end of the Tumalo Falls County Road near the Deschutes National Forest boundary.

The proposed project is to place an 0-11 20' wide on the roadbed prepared by Deschutes County. The county has indicated that it may be able to contribute additional funds if required to permit oiling of the entire section.

The ability of the county to prepare the road for oiling is dependent upon availability of pit run or native material for use as base. A sample of some native material adjacent to the road has been submitted to our laboratory for testing. In any event, construction of this project will require preliminary work by county forces and considerable detail must be worked out with the county.

9/1/53

F[illegible]m E-61—18M—6-53

File
FAS 579
[illegible]

O[illegible]GON STATE HIGHWAY DEPARTM[illegible]T
Materials Division

LABORATORY REPORT

Project Tumalo Falls Co. Rd.
Highway
Contractor
Submitted by Fred Hagemann
Contract No.
Prefix No. 5051-900
County
F. A. Project No.
Date reported Sept 9 1953

REPORT ON SAMPLE OF COARSE AGGREGATE

Source of material Approx. 5.0 mi. west of Bend
Sampled at
To be used Base & Leveling
Sampled by Fred Hagemann
Date received Sept 3 1953
Quantity represented

TEST RESULTS

Laboratory No. 317346
Data Sheet No. None

Type of material Gravel
Screen opening: To ¼": Square; ¼" and below: Square:

GRANULOMETRIC ANALYSIS

Retained on Sieve	Per cent Single Sieve	Per cent Accumulative	Per cent Coarse Aggregate
3	0	0	
2	4.1	4.1	
1½	.9	5.0	
1	1.5	6.5	
3/4	1.1	7.6	
1/2	2.2	9.8	
1/4	9.4	19.2	
10	27.9	47.1	
40	25.7	72.8	
P40	27.2	27.2	
Total	100.0		

Abrasion, per cent wear, Los Angeles Rattler	Insuff. Mat'l.	
Specific gravity (Le Chatelier)	Insuff. Mat'l.	
Unit weight, dry rodded, lbs. per cubic foot		
Unit weight, loose, lbs. per cubic foot		
Fineness factor		
Sodium sulfate test, per cent loss		
Asphalt stripping: Natural fines		
Manufactured fines		
Plasticity index: Natural fines	0	%
Manufactured fines		%
Liquid limit: Natural fines	29	%
Manufactured fines		%

RECOMMENDATIONS

Material as represented by this sample is suitable for use.

TEST REPORT DISTRIBUTION:
Bureau of Public Roads
Construction Engineer
Maintenance Engineer
Bridge Engineer
Requisition Office
Division Engineer
Resident Engineer
Dist. Maint. Supt.
Foreman
x Files
4x J. F. Hagemann

Engineer of Materials

State Printing 66336

September 4, 1953

NOTED
Harold C. Ayers

NOTED
J. W. CATTRALL

Honorable C. L. Allen
Deschutes County Judge
Bend, Oregon

NOTED
J. F. HAGEMANN

Dear Judge:

Enclosed are two copies each of sheets 1 and 2 of the general highway map of Deschutes County upon which is shown in color the Tumalo Falls County Road as proposed for addition to the FAS System.

Please indicate the County's approval by having the Court sign each map in the space provided and return one copy of each sheet to this office.

Very truly yours,

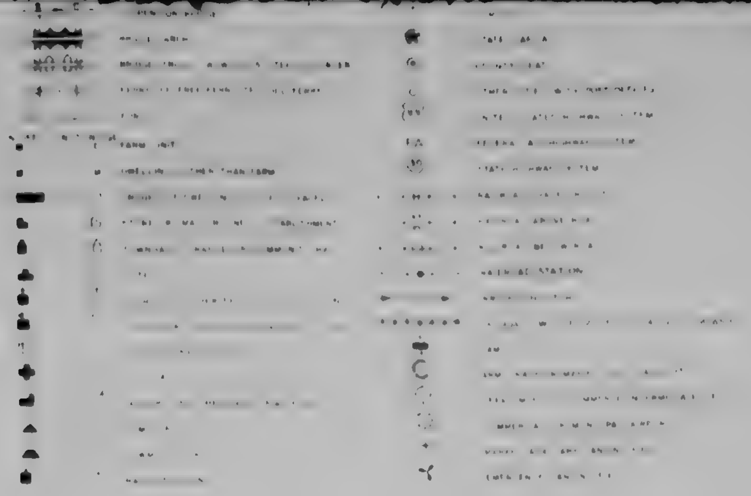
R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:MM
Encl.

FAS 579



APPROVED 9-16- 1953

COUNTY COURT OF Des. COUNTY

BY L. Green

E. E. Varco

COUNTY COMMISSIONER

R. E. Stevens

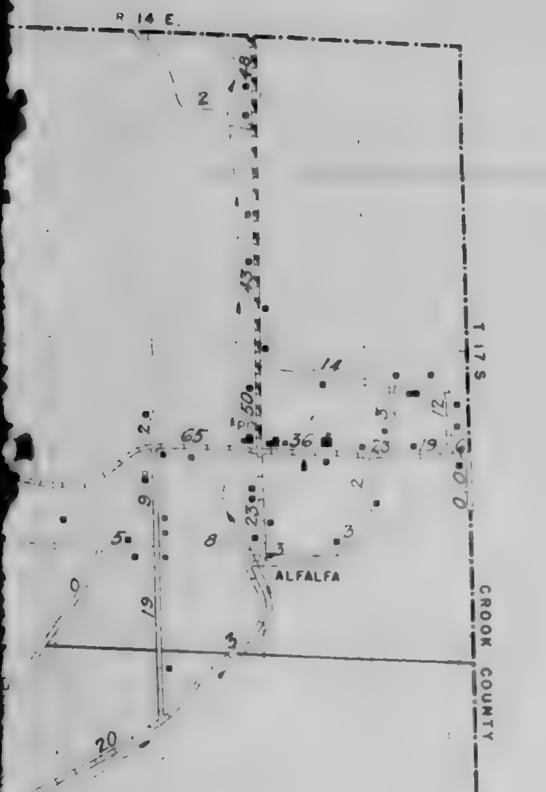
COUNTY COMMISSIONER

GENERAL HIGHWAY MAP
DESCHUTES COUNTY
OREGON

PREPARED BY THE
OREGON STATE HIGHWAY DEPARTMENT
IN COOPERATION WITH THE
U. S. DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DATA OBTAINED FROM
STATE-WIDE HIGHWAY PLANNING SURVEY

SCALE

1936
REVISED 1939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CROOK COUNTY
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LAVA
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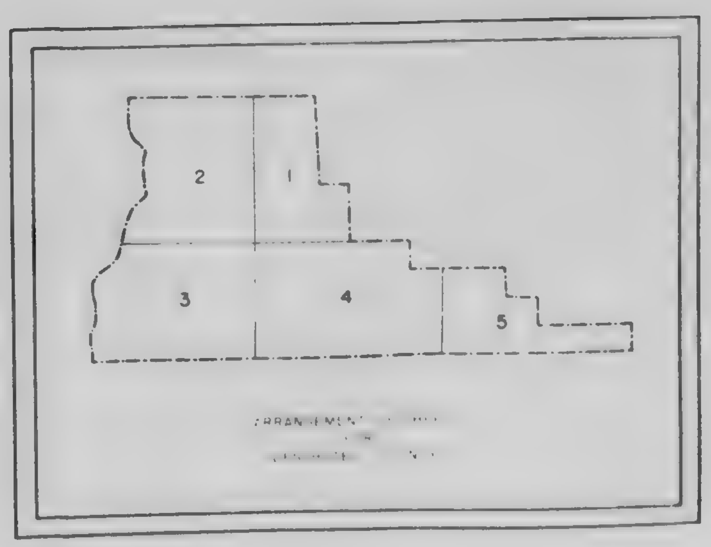
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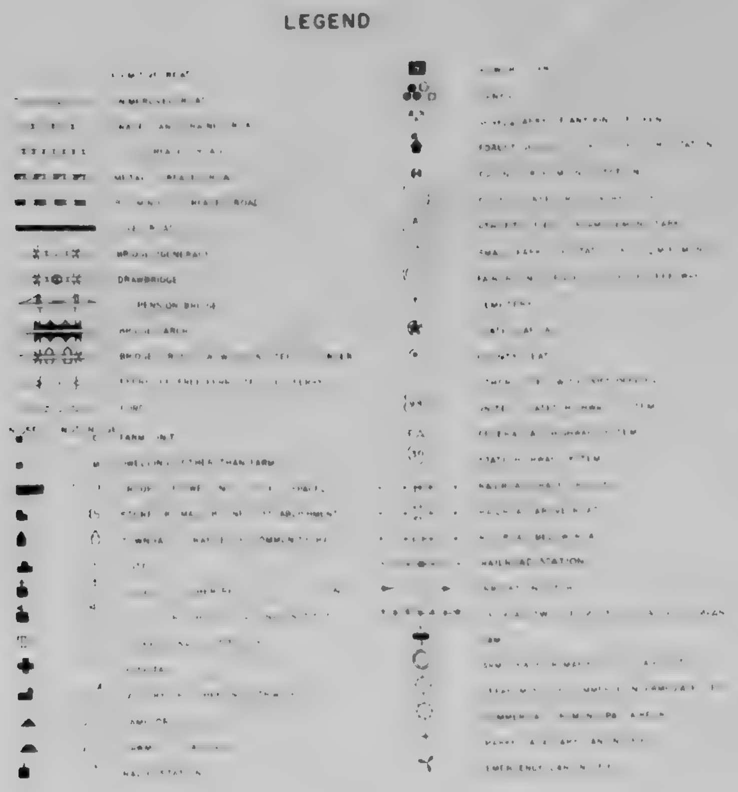
ARRANGEMENT OF SHEETS

SHEET 1 OF 5

TRAFFIC VOLUME

FIGURES PARALLELING ROAD BAND ARE THE 1941 ANNUAL DAILY TRAFFIC VOLUMES AND APPLY TO THE SECTION OF ROAD BETWEEN ROAD JUNCTIONS AS SHOWN.


LEGEND
BRIDGE (GENERAL)
DRAWBRIDGE
FARM UNIT
DWELLING OTHER THAN FARM
CEMETERY
RAILROAD STATION

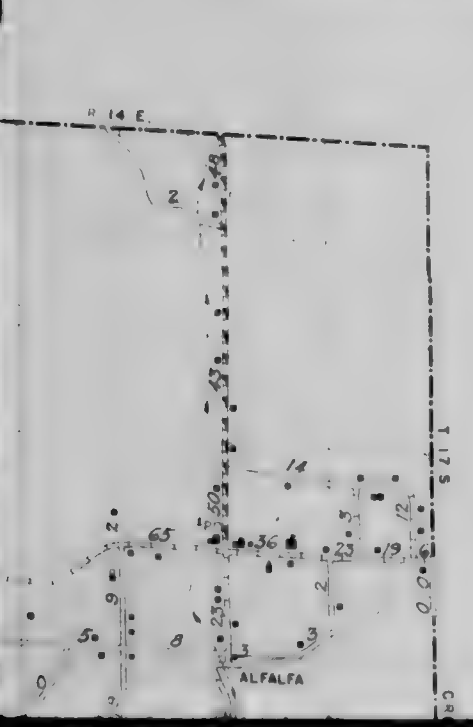
APPROVED 9-16- 19 53
COUNTY COURT OF Des. COUNTY
BY L. Green
COUNTY JUDGE
E. E. Vasso
COUNTY COMMISSIONER
R. E. Stevens
COUNTY COMMISSIONER

GENERAL HIGHWAY MAP
DESCHUTES COUNTY
OREGON

PREPARED BY THE
OREGON STATE HIGHWAY DEPARTMENT
IN COOPERATION WITH THE
U. S. DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DATA OBTAINED FROM
STATE-WIDE HIGHWAY PLANNING SURVEY

SCALE

1936
REVISED 1939


R 14 E.
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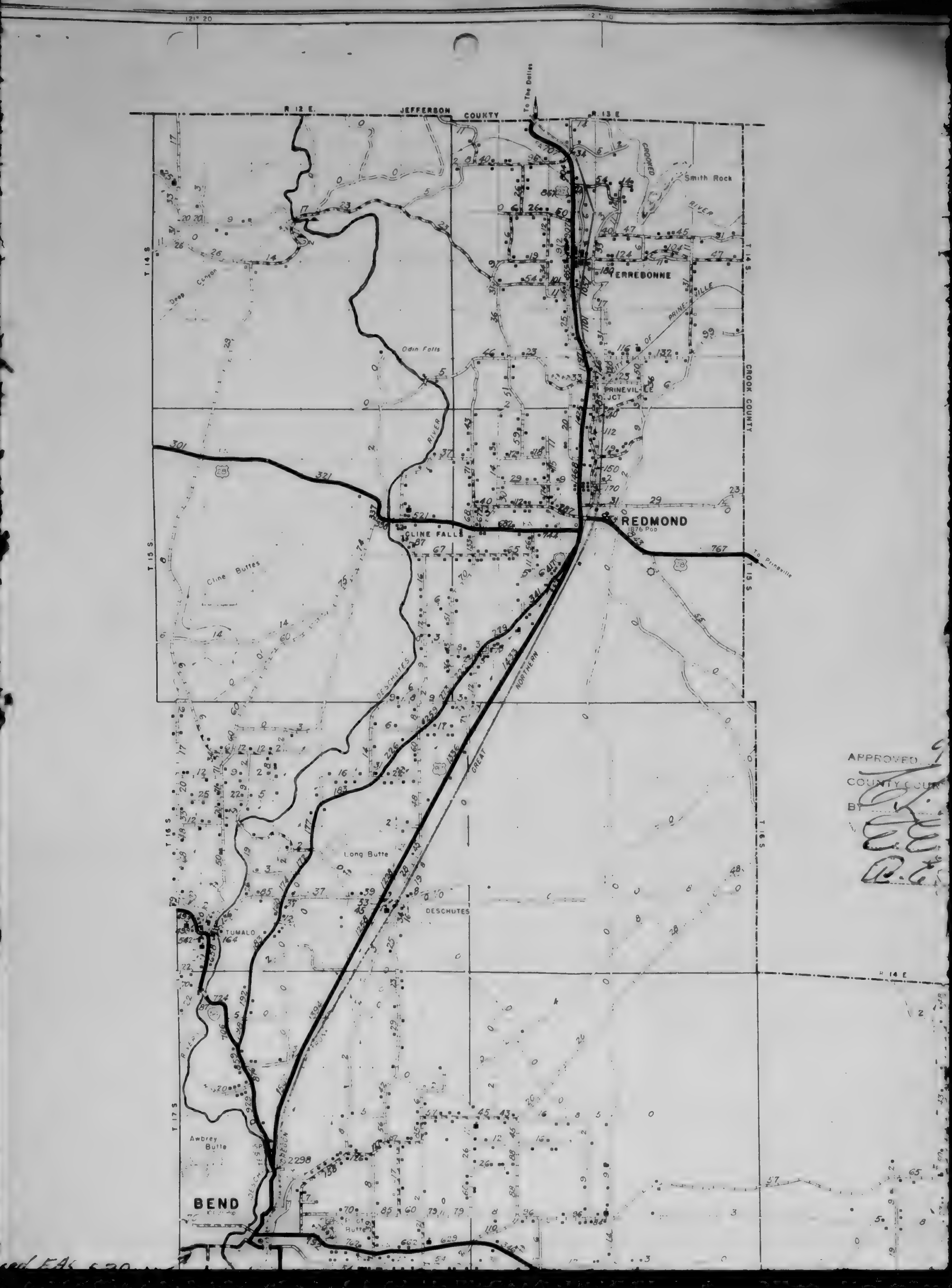
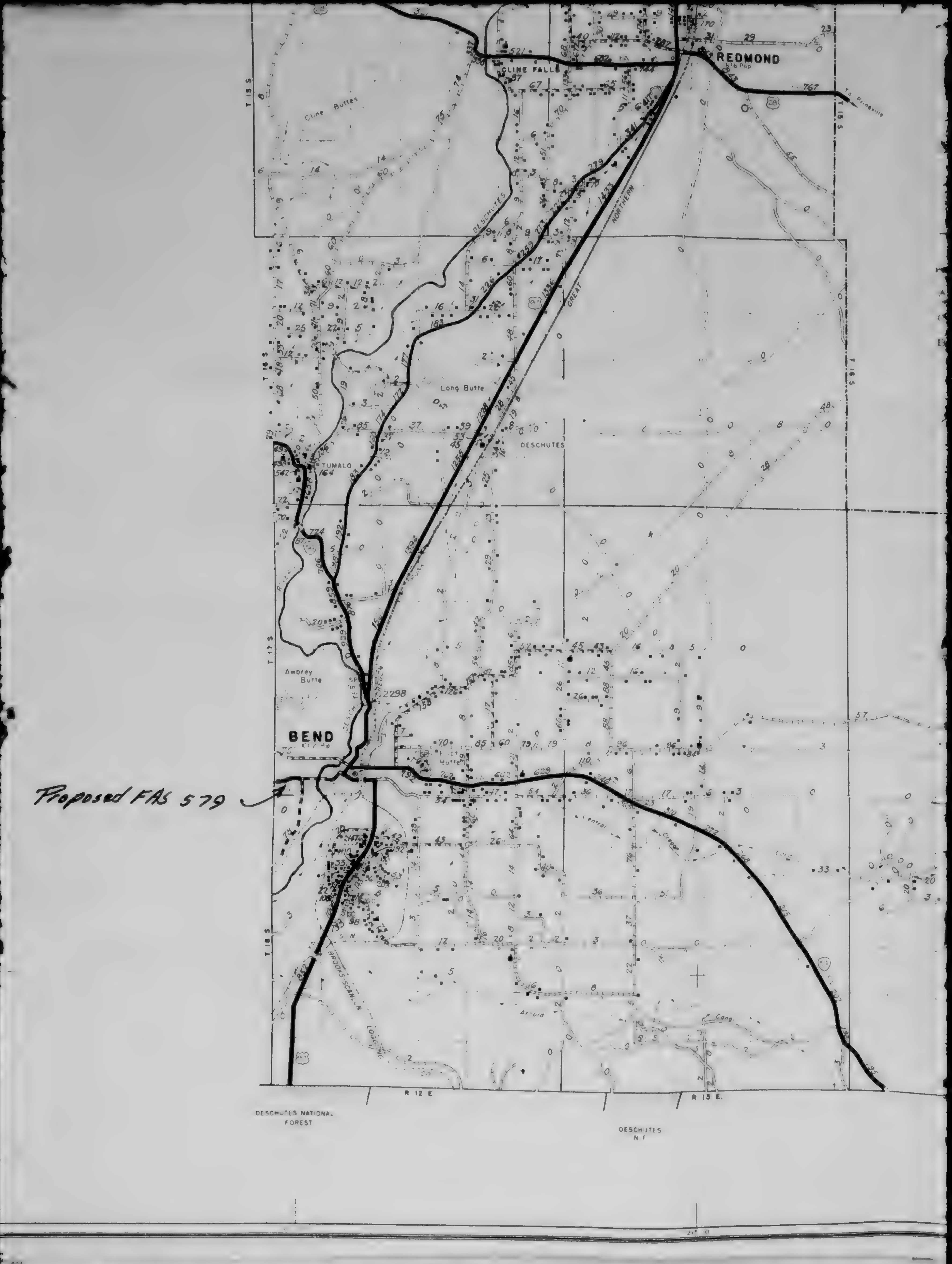
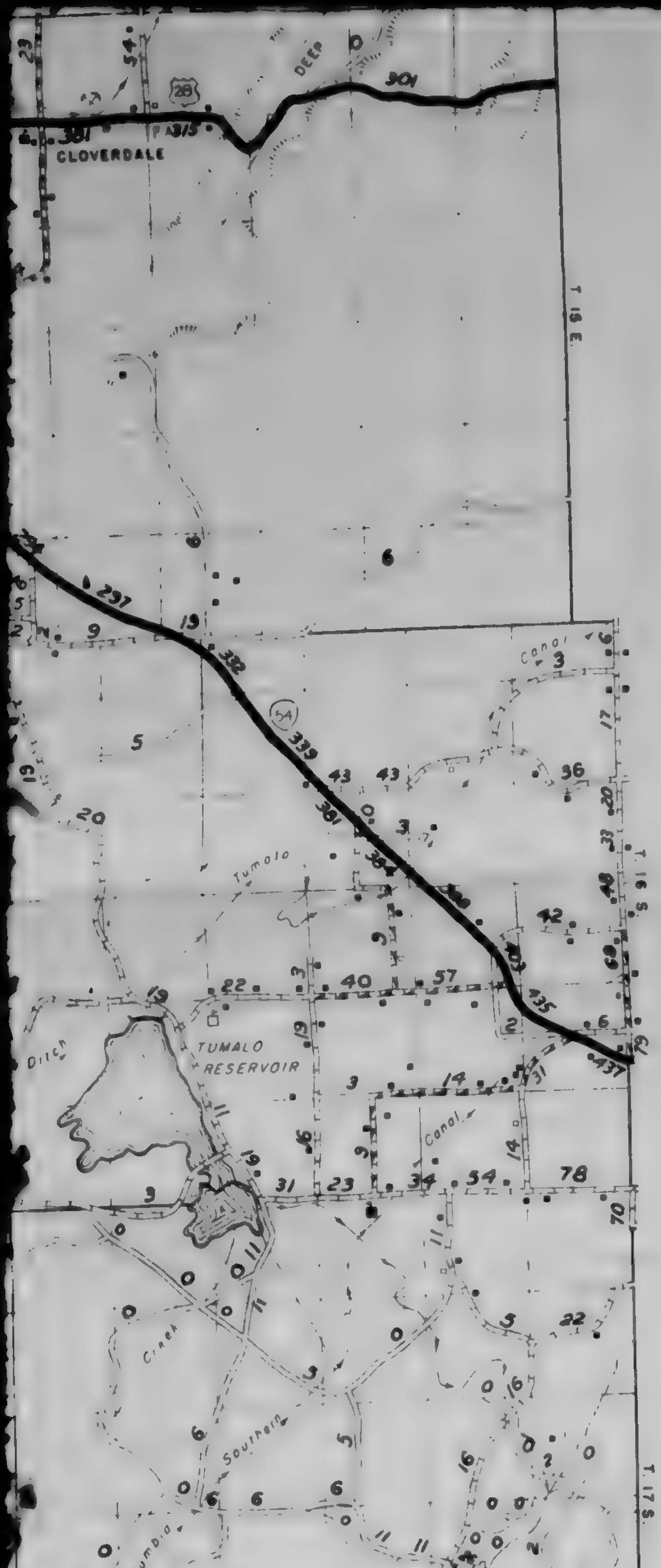

121° 20
121° 10
R 12 E
JEFFERSON COUNTY
To The Dalles
R 13 E
Smith Rock
CROOKED RIVER
TERREBONNE
CITY OF PRINEVILLE
PRINEVILLE JCT
CROOK COUNTY
T 14 S
Deep Canyon
Odin Falls
REDMOND
1876 Pop
To Prineville
CLINE FALLS
Cline Buttes
T 15 S
DESCHUTES RIVER
GREAT NORTHERN
T 16 S
Long Butte
DESCHUTES
TUMALO
R 14 E
T 17 S
Awbrey Butte
BEND
RIVER

APPROVED 9
COUNTY COURT
BY

ed FAS 620


REDMOND
To Prineville
CLINE FALLS
Cline Buttes
DESCHUTES
GREAT NORTHERN
Long Butte
DESCHUTES
TUMALO
Awbrey Butte
BEND
Pilot Butte
Central Oregon
BROOKS SCANLON
Arnold
T 15 S
T 16 S
T 17 S
T 18 S
R 12 E
R 13 E
DESCHUTES NATIONAL FOREST
DESCHUTES N F

Proposed FAS 579


CLOVERDALE
Deep
Canal
Tumalo
Ditch
TUMALO RESERVOIR
Canal
Creek
Columbia
Southern
Creek
River
DESCHUTES
Arnold
Canal
LAVA FALLS
G. N.
T 15 E
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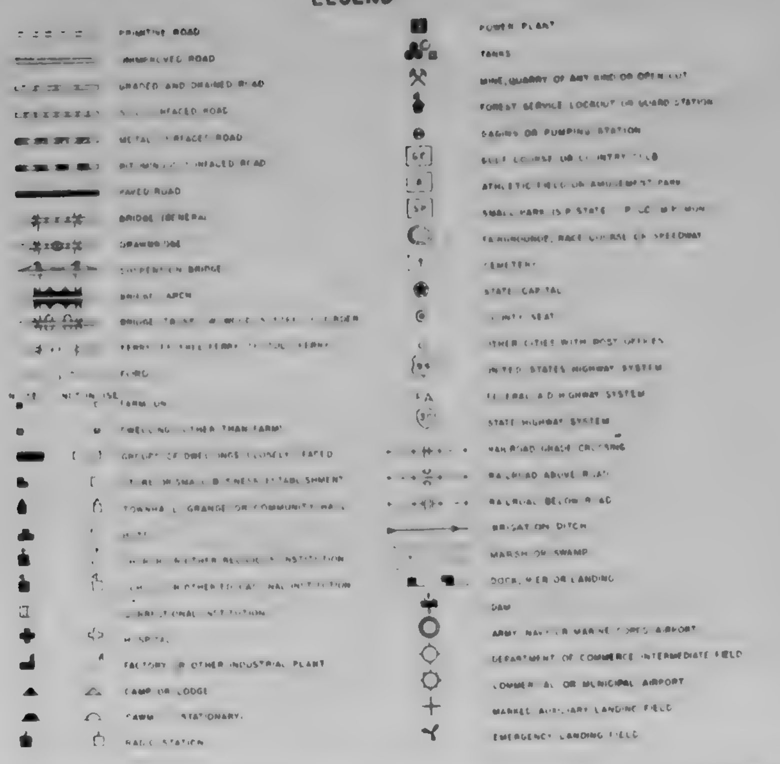
R 11 E

Proposed FAS 579
10.5 Miles

LEGEND


PRIMITIVE ROAD
UNIMPROVED ROAD
GRADED AND DRAINED ROAD
SOIL SURFACED ROAD
METAL SURFACED ROAD
BITUMINOUS SURFACED ROAD
PAVED ROAD
BRIDGE (GENERAL)
DRAWBRIDGE
SUSPENSION BRIDGE
BRIDGE ARCH
FORD
IN USE
NOT IN USE
FARM UNIT
DWELLING OTHER THAN FARM
GROUPS OF DWELLINGS CLOSELY SPACED
RURAL OR SMALL BUSINESS ESTABLISHMENT
TOWNHALL, GRANGE OR COMMUNITY HALL
HOTEL
CHURCH OR OTHER RELIGIOUS INSTITUTION
SCHOOL OR OTHER EDUCATIONAL INSTITUTION
CORRECTIONAL INSTITUTION
HOSPITAL
FACTORY OR OTHER INDUSTRIAL PLANT
CAMP OR LODGE
STATIONARY
RADIO STATION
POWER PLANT
TANKS
MINE, QUARRY OF ANY KIND OR OPEN CUT
FOREST SERVICE LOOKOUT OR GUARD STATION
GAGING OR PUMPING STATION
GOLF COURSE OR COUNTRY CLUB
ATHLETIC FIELD OR AMUSEMENT PARK
SMALL PARK
FAIRGROUND, RACE COURSE OR SPEEDWAY
CEMETERY
STATE CAPITAL
COUNTY SEAT
OTHER CITIES WITH POST OFFICES
UNITED STATES HIGHWAY SYSTEM
FEDERAL AID HIGHWAY SYSTEM
STATE HIGHWAY SYSTEM
RAILROAD GRADE CROSSING
RAILROAD ABOVE ROAD
RAILROAD BELOW ROAD
IRRIGATION DITCH
MARSH OR SWAMP
DOCK, PIER OR LANDING
DAM
ARMY, NAVY OR MARINE CORPS AIRPORT
DEPARTMENT OF COMMERCE INTERMEDIATE FIELD
COMMERCIAL OR MUNICIPAL AIRPORT
MARKED AUXILIARY LANDING FIELD
EMERGENCY LANDING FIELD

TRAFFIC VOLUME

FIGURES PARALLELING ROAD BAND ARE THE
1941 ANNUAL DAILY TRAFFIC VOLUMES
AND APPLY TO THE SECTION OF ROAD
BETWEEN ROAD JUNCTIONS AS SHOWN.

GENERAL HIGHWAY MAP
DESCHUTES COUNTY
OREGON

PREPARED BY THE
OREGON STATE HIGHWAY DEPARTMENT
IN COOPERATION WITH THE
U. S. DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DATA OBTAINED FROM
STATE-WIDE HIGHWAY PLANNING SURVEY

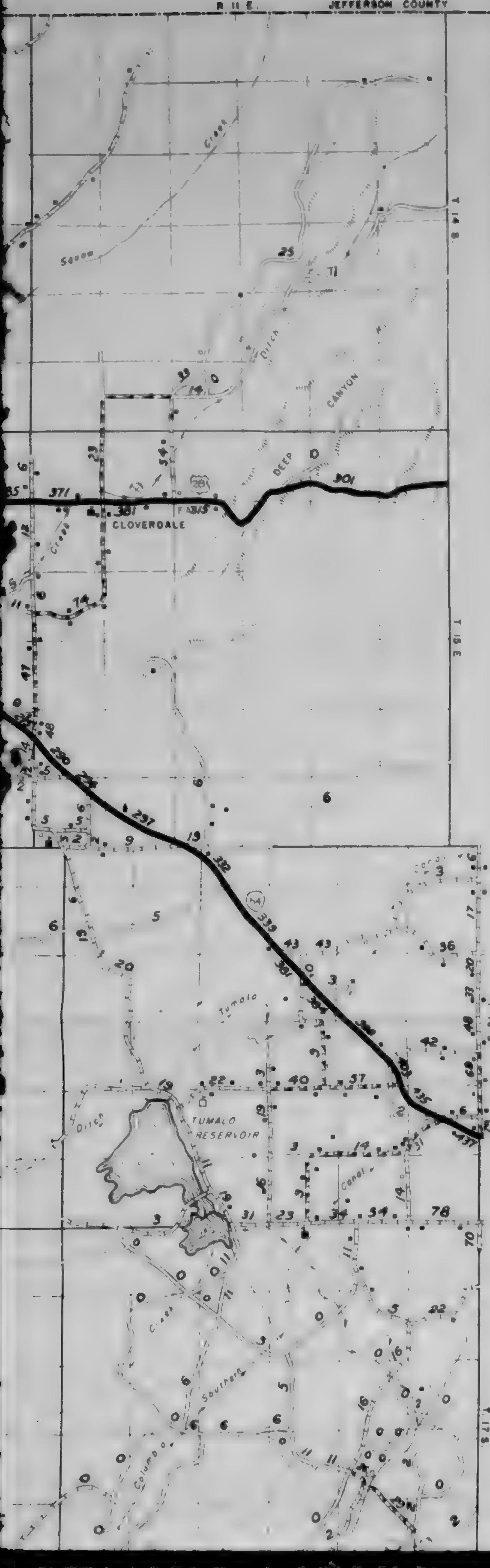
SCALE
0 1 2 3 4 Miles

1936
REVISED 1939

ARRANGEMENT OF SHEETS
FOR
DESCHUTES COUNTY

SHEET 2 OF 5 Polyconic Projection

DESCHUTES COUNTY



APPROVED 9-16- 53
COUNTY COURT OF Des. COUNTY
BY C. L. Allen
E. E. Varco
G. E. Stevens
COUNTY COMMISSIONER

LEGEND

PRIMITIVE ROAD
UNIMPROVED ROAD
GRADED AND DRAINED ROAD
SOIL SURFACED ROAD
METAL SURFACED ROAD
[illegible]
RAILROAD
BRIDGE (GENERAL)
DRAWBRIDGE
SUSPENSION BRIDGE
BRIDGE - ARCH
BRIDGE TRUSS (OF WOOD & STEEL & GIRDER)
FERRY (FF FREE FERRY, TF-TOLL FERRY)
FORD

IN USE	NOT IN USE	
■	□	FARM UNIT
■	□	DWELLING OTHER THAN FARM
▬		GROUP OF DWELLINGS CLOSELY SPACED
■	□	STORE OR SMALL BUSINESS ESTABLISHMENT
■	□	TOWNHALL, GRANGE OR COMMUNITY HALL
■	□	HOTEL
■		CHURCH OR OTHER RELIGIOUS INSTITUTION
■	□	SCHOOL OR OTHER EDUCATIONAL INSTITUTION
■		CORRECTIONAL INSTITUTION
✚	✙	HOSPITAL
■	□	FACTORY OR OTHER INDUSTRIAL PLANT
▲	△	CAMP OR LODGE
■	□	SAWMILL (STATIONARY)
■	□	RADIO STATION

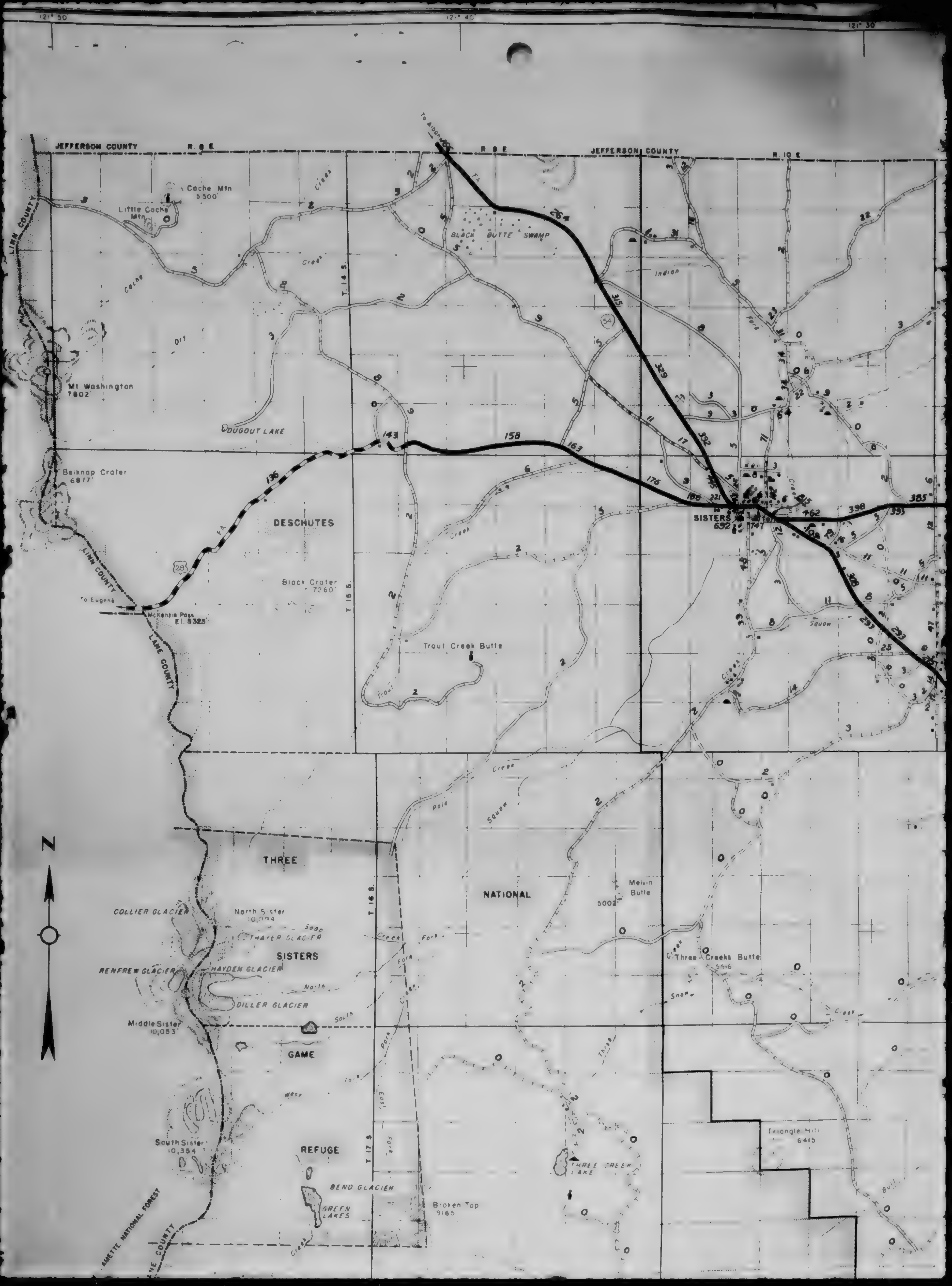
POWER PLANT
TANKS
MINE, QUARRY OR ANY KIND OF OPEN CUT
[illegible]
GAUGING OR PUMPING STATION
GOLF COURSE OR COUNTRY CLUB
ATHLETIC FIELD OR AMUSEMENT PARK
[illegible]
[illegible]
CEMETERY
STATE CAPITAL
COUNTY SEAT
OTHER CITIES WITH POST OFFICES
UNITED STATES HIGHWAY SYSTEM
FA FEDERAL AID HIGHWAY SYSTEM
STATE HIGHWAY SYSTEM
RAILROAD GRADE CROSSING
RAILROAD ABOVE ROAD
RAILROAD BELOW ROAD
IRRIGATION DITCH
MARSH OR SWAMP
DOCK, PIER OR LANDING
DAM
ARMY NAVY OR MARINE CORPS AIRPORT
DEPARTMENT OF COMMERCE INTERMEDIATE FIELD
COMMERCIAL OR MUNICIPAL AIRPORT
MARINE AUXILIARY LANDING FIELD
EMERGENCY LANDING FIELD

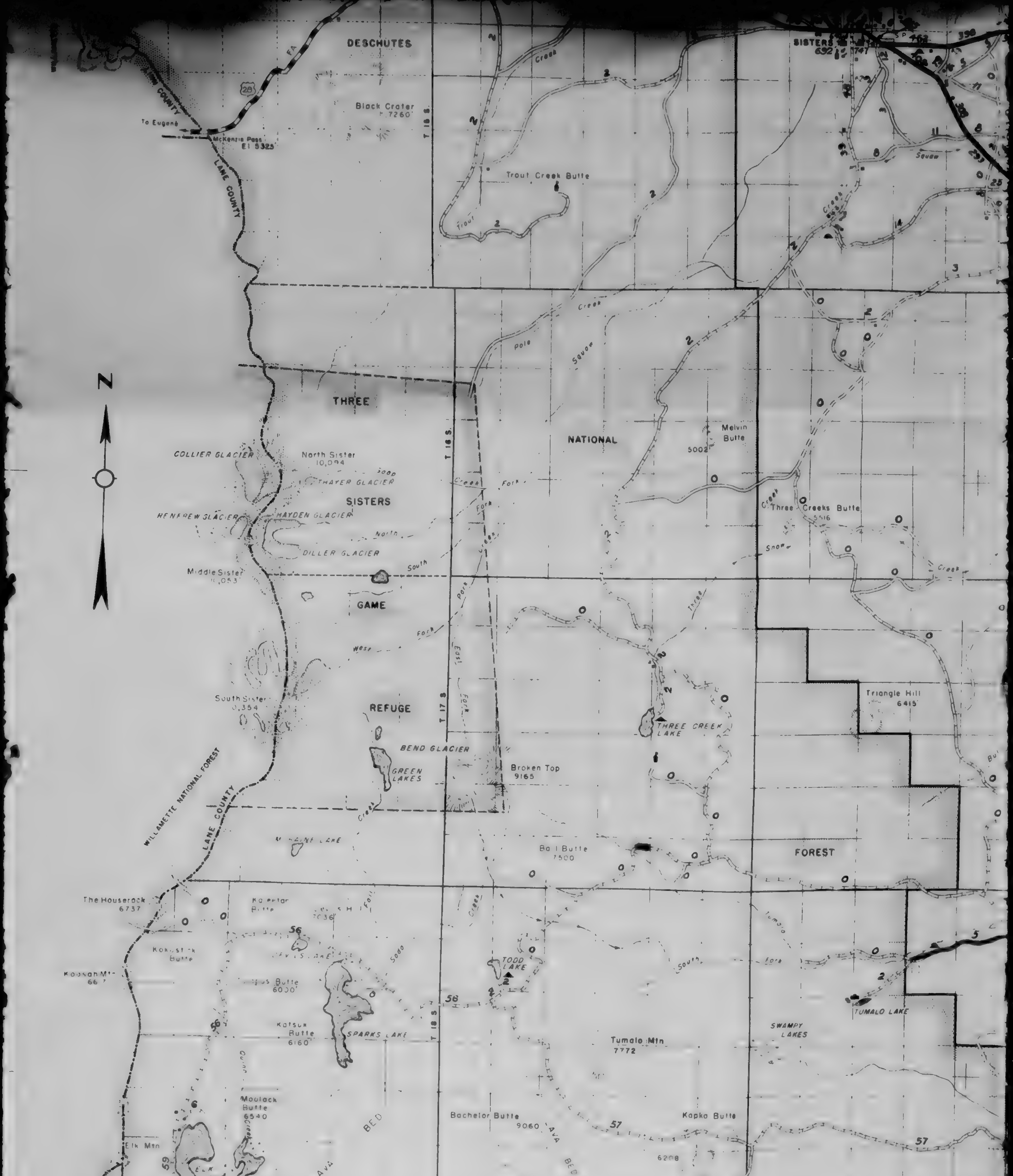
TRAFFIC VOLUME

FIGURES PARALLELING ROAD BAND ARE THE 1941 ANNUAL DAILY TRAFFIC VOLUMES AND APPLY TO THE SECTION OF ROAD BETWEEN ROAD JUNCTIONS AS SHOWN.

GENERAL HIGHWAY MAP
DESCHUTES COUNTY
OREGON

PREPARED BY THE
OREGON STATE HIGHWAY DEPARTMENT
IN COOPERATION WITH THE
U. S. DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DATA OBTAINED FROM
STATE-WIDE HIGHWAY PLANNING SURVEY


121° 50'
121° 40'
121° 30'
JEFFERSON COUNTY
R. 8 E.
R. 9 E.
R. 10 E.
To Albany
Cache Mtn 5500'
Little Cache Mtn
BLACK BUTTE SWAMP
LINN COUNTY
Cache
Creek
Dry
Indian
Fork
Mt Washington 7802'
DUGOUT LAKE
T. 14 S.
Belknap Crater 6877'
DESCHUTES
Black Crater 7260'
To Eugene
McKenzie Pass El. 5325'
LANE COUNTY
T. 15 S.
Trout Creek Butte
Trout
SISTERS
Squaw
Creek
Pole
Squaw
N
THREE
NATIONAL
Melvin Butte 5002'
COLLIER GLACIER
North Sister 10,094
THAYER GLACIER
SISTERS
RENFREW GLACIER
HAYDEN GLACIER
DILLER GLACIER
T 16 S.
Fork
North
South
Middle Sister 10,053'
GAME
Three Creeks Butte 5516
Snow
Creek
West
Three
South Sister 10,354
REFUGE
T 17 S.
THREE CREEK LAKE
Triangle Hill 6415
BEND GLACIER
GREEN LAKES
Broken Top 9165
Bull
WILLAMETTE NATIONAL FOREST
LANE COUNTY
FA
264
315
329
332
158
163
143
136
176
186
231
692
747
462
398
385
333
293
253
20
54


DESCHUTES
NATIONAL
FOREST
THREE
SISTERS
GAME
REFUGE
SISTERS
To Eugene
McKenzie Pass
El 5325
LANE COUNTY
LINN COUNTY
28
Black Crater
7260'
Trout Creek Butte
Trout
Creek
Pole
Squaw
Melvin Butte
5002'
Three Creeks Butte
5516
Snow
Creek
Triangle Hill
6415'
N
COLLIER GLACIER
North Sister
10,094
THAYER GLACIER
RENFREW GLACIER
HAYDEN GLACIER
North
DILLER GLACIER
South
Middle Sister
10,053
West
Fork
South Sister
10,354
BEND GLACIER
GREEN LAKES
Broken Top
9165
THREE CREEK LAKE
WILLAMETTE NATIONAL FOREST
LANE COUNTY
Ball Butte
7500
The Houserock
6737
Kokostick Butte
Koosah Mtn
Sparks Lake
Katsuk Butte
6160'
SPARKS LAKE
TODD LAKE
Tumalo Mtn
7772
Tumalo
South
Fork
TUMALO LAKE
SWAMPY LAKES
Moolack Butte
6540
Elk Mtn
ELK LAKE
MUD LAKE
LAVA BED
Bachelor Butte
9060
Kapka Butte
6208
Tot Mtn
T 15 S
T 16 S
T 17 S
T 18 S
R 8 E
R 9 E
R 10 E
2
3
5
6
8
11
14
25
56
57
58
59
121 40
121 30

S-45(2) Hopmere-Wheatland Jct. Sec. of 1954
the N. River Road.
#4235

orm A-150—10M—9-55

NOTED
Harold C. Ayers

NOTED
J. W. [illegible]

INVOICE

Oregon State Highway Department

SALEM, OREGON

Contract 4275
S-45(2)

Marion County
Salem, Oregon

Attn: County Court

Invoice No. 45712

Date June 19, 1956

Your Req. No.

Billing Request No. cc-247

Credit distribution: 524-1075-297

Final billing County's share total cost of Hopmere-Wheatland Junction section, FAS 159, covered by agreement dated June, 1954.

Original Advance Deposit	13,200.00	
Less: Amt. previously transferred	10,000.00	
Balance Advance Deposit		3,200.00
County share of total costs as per attached	12,128.60	
Less: Amt previously transferred	10,000.00	
Balance		2,128.60
To be retained		$1,071.40

ACKNOWLEDGMENT OF BILLING REQUEST

State Printing 88944

Cash Received with Request: $________________

By____________________________________

20% of the estimated total cost based on the low bid received; however, if for budget purposes the County wishes to make an advance deposit prior to July 1st, it may do so and the amount deposited will be retained by the State to apply against the Champoeg Creek Bridge and any future FAS project in the event the deposit exceeds the amount required for the bridge.

It would be appreciated if you would advise this office of the County's wishes in this matter.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: John W. Cattrall
Engineer, County and City Relations

JFH:mm
Att.

NO
Harold C. Ayers

NOTED
J. W. CATTRALL

June 13, 1956

Mr. John Anderson
Marion County Engineer
Courthouse
Salem, Oregon

J. W. CATTRALL

Dear Mr. Anderson:

Final costs are now available for the Hopmere-Wheatland Junction section of FAS 159 and it has been determined that the County's share of these costs is $12,128.60 as shown in the attached statement. As the County initially deposited $13,200 a refund of $1,071.40 is due. This refund will be made by a check within the next few days or, if the County prefers, it can be retained by the State to apply towards the County's share of future FAS projects. Please advise which is desired.

It is presently planned to accept bids on the Champoeg Creek Bridge on FAS 128 at the July 12-13 Highway Commission meeting. The estimated cost for this structure is approximately $45,000. Due to underruns in projects presently under contract it is estimated that the County has a total of available FAS funds of approximately $68,000 (including Federal, State, and County funds).

The normal procedure in the case of the Champoeg Creek Bridge project would be to require an advance deposit from the County after bids have been received on July 12-13. This deposit would be 20% of the estimated total cost based on the low bid received; however, if for budget purposes the County wishes to make an advance deposit prior to July 1st, it may do so and the amount deposited will be retained by the State to apply against the Champoeg Creek Bridge and any future FAS project in the event the deposit exceeds the amount required for the bridge.

It would be appreciated if you would advise this office of the County's wishes in this matter.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: John W. Cattrall
Engineer, County and City Relations

JFH:mm
Att.

OREGON STATE HIGHWAY DEPARTMENT

ITEMIZED STATEMENT OF FINAL COSTS

County Marion

Contract No. [illegible]

Date [illegible]

FAS [illegible]

Section [illegible]

PAYMENTS TO CONTRACTOR

Item	Unit	Unit Price	Total Qty.	Total Cost
1. Structural excav., [illegible]	[illegible]	$ [illegible]	[illegible]	$ [illegible].25
2. [illegible]	[illegible]	[illegible]	[illegible]	4,[illegible]
3. [illegible]	[illegible]	[illegible]	[illegible],4[illegible].3	[illegible]
4. [illegible]	[illegible]	[illegible]	[illegible]	[illegible]
5. [illegible]	[illegible]	[illegible]	[illegible]	[illegible]
6. [illegible]	[illegible]	[illegible]	[illegible]	[illegible]
7. [illegible]	[illegible]	[illegible]	[illegible]	[illegible]
8. [illegible]	[illegible]	[illegible]	[illegible]	[illegible]
9. [illegible] material in base	[illegible]	[illegible]	[illegible]	[illegible]
10. [illegible]	[illegible]	[illegible]	[illegible]	[illegible]
11. [illegible]	M.[illegible]	[illegible]	[illegible]	[illegible]
12. [illegible] in tack coat	[illegible]	[illegible]	[illegible]	[illegible]
13. Class B asphaltic concrete	[illegible]	[illegible]	4,[illegible]	[illegible].18
[illegible] [illegible] asph. in binder course	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]: Remove [illegible]				[illegible]

Subtotal.... $[illegible]

Construction Engineering.... [illegible]

TOTAL CONSTRUCTION COSTS.... $[illegible]

FEDERAL FUNDS ALLOTTED FOR PROJECT.... $[illegible],433.[illegible]

[illegible] COUNTY SHARE TOTAL COSTS

[illegible] difference between total costs and Federal Funds

($[illegible] - $33,433) × [illegible] = $[illegible]

County Advance Deposit	$13,[illegible]
Less County Share Total Costs	[illegible]

REFUND DUE COUNTY... $ [illegible]

opmere=

HOPMERE-WHEATLAND JCT SECTION
FROM QUINABY RD, LOOKING NORTH
FAS 159, RIVER RD

3/31/55 55c-193
3/1/56 56c-34

Contract 4235 Proj S-45(2)

RECEIVED
DEC 16 1955
FOR FILING

S 45 (B)
4835

OREGON STATE HIGHWAY DEPARTMENT
(date)
December 9, 1955

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
4835	5-Final	Central Paving Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
24717	W-338103	$ 1,856.19	12/9/55

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: Oct. 31, 1954

Time Extensions: to Aug. 31, 1955 without penalty

Completion Date: Aug. 22, 1955

Date Accepted: Sept. 22, 1955

Penalties: None of record

Claims: None of record

Remarks:

Date: 12-15-55

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer Jr
H. B. Glaisyer
Secretary

NOTED ON C.S.

Warrant Mailed: DEC 15 1955
Ruth Rawlings

RECEIVED
DEC 6 - 1955
FOR FILING

5 45 (2)
4235

December 5, 1955

CERTIFIED MAIL

Indemnity Insurance Company of N. A.
Seattle Service Office
821 Second Avenue
Seattle 4, Washington

Attention: H. R. Buck, Superintendent

Dear Sir:

State Highway Contract No. 4235 for work performed on the Hopmere-Wheatland Junction Section of the North River Road in Marion County was completed by the contractor, Central Paving Company, on August 22 and was formally accepted by the Highway Commission on September 22, 1955.

Final payment in the amount of $1,856.19 will be released to the contractor on or after December 15, 1955. The total contract amount is $57,554.97, of which amount $112.60 represents force account items.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Mr. John Pfaff
148 "C" St.
Independence, Oregon

NOTED ON CARD
gl

5-45 (2)

Form E-1-Rev 6-55—10M

O[illegible]ON STATE HIGHWAY DEPARTM[illegible]

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 15, 1955

Section Hopmere-Wheatland Junction

Kind of work Grading and Paving

Highway North River Road

Section prefix 524-1075

Contractor Central Paving Company

Contract number 4235

Date of contract July 21, 1954

Date of completion October 31, 1954

Date work started December 9, 1954

Estimated date of completion ...., 19....

Project authorization $66,005.44

Exclusive of Engineering $61,311.72

Per cent of time elapsed 452/103 439 %

Estimated cost of completed project, exclusive of engineering $57,858.73

Estimated per cent xxxxxxor underrun . . . . 4.1 %

Per cent of contract completed, based on total contract price . . . . 98 %

Engineering authorization $4,693.72

Engineering cost to date $5,088.80, 108 %

Date project was completed August 22, 1955

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Completed work on semi-final, will submit same next week.

Final Weekly Report.

NOTED

RECEIVED
OCT 18 1955
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
W. T. WRIGHT

NOTED
L. H. Young

NOTED
FORREST COOPER

Signed Arthur Duffy
Arthur Duffy, Resident Engineer

Address Room 214, Lab Bldg., Salem

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 86385

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	2.60	2.60			2.60
Miles partially completed					
Miles completed	2.60	2.60			2.60
Total estimated quantities (contract)	13,000 cy	12,800 cy			5,000 Tons
Total quantities corrected to date	11,263 cy	14,822 cy			4,824 Tons
Estimated quantities moved or placed to date	"	"			"
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers............, Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	rain		
Monday	cloudy		
Tuesday	showers		
Wednesday	fair		
Thursday	fair		
Friday	fair		
Saturday	fair		

FORM E-120 30M REVISED 3-

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

RECEIVED
OCT 4 1955
FOR FILING

October 3, 1955

Central Paving Co.
P. O. Box 127
Independence, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on September [illegible], had under discussion your request for an extension of time from October 31, 1954 to August 31, 1955 within which to complete your contract No. 4435, covering the [illegible] Junction Section of the North River Road in [illegible] County.

We are pleased to inform you that the State Highway Commission granted your request without penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: J. D. [illegible],
Division Engineer

Arthur [illegible],
Resident Engineer

H. G. Smith,
Construction Engineer

RECEIVED
SEP 29 1955
FOR FILING

S-4
4/

September 28, 1955

Indemnity Insurance Company of N. A.
Seattle Service Office
821 Second Ave.
Seattle 4, Washington

Attention: H. R. Duck, Superintendent

Gentlemen:

It is the intention of the State Highway Commission to release to Central Paving Co. a portion of the funds heretofore retained by the Commission on contract No. 4235 covering the Hopmere-Wheatland Junction Section of the North River Road in Marion County.

This payment, in the amount of $5,568.97 reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $1,722.64. The present payment will be released on or after October 8, 1955.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Mr. John Pfaff
148 "C" St.
Independence, Oregon

NOTED ON CARD

RECEIVED
SEP 15 1955
FOR FILING

[illegible]
4235

September 14, 1955

Request for extension of time
No. 9
September 22 and 23 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Central Paving Company for an extension of time on the Hopmere-Wheatland Junction section of the North River Road, Contract No. 4235, from October 31, 1954 to August 31, 1955.

Due to the lateness of the season when this contract was awarded, it was not deemed advisable to do the grading last fall and leave it open during the winter. It was requested that the work not be started until this spring, and when they did start, it was carried through in a short period of time.

I recommend the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attachment

cc Mr. H. G. Smith

EAP:dt 1g

[illegible]

NOTED
J. W. CATTRALL

September 6, 1955

NOTED
Harold C. Ayers

Marion County Court
Court House
Salem, Oregon

NOTED
J. F. HAGEMANN

Gentlemen:

This is to advise you that work on Contract No. 4235, Hopmere-Wheatland Junction section of FAS 159, was completed on August 22, 1955.

Under the terms of the maintenance agreement signed by the Court on June 7, 1954 and by the Highway Commission on June 14, 1954 the County assumed maintenance of and continued jurisdiction over the above project as of the date of completion.

Very truly yours,

R. H. Baldock ,
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JDG:mm
cc: Mr. John A. Anderson, County Engineer

RECEIVED
SEP 6 - 1955
FOR FILING

S-45(2)

4235

September 2, 1955

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on August 22, 1955 on Contract No. 4235, Hopmere-Wheatland Junction Section, in Marion County, in connection with Federal Aid Project No. S-45(2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DHF:ls

cc: John Cattrall

NOTED
J. R. [illegible]

NOTED
Harold C. Ayers

August 4, 1955

Mr. John A. Anderson
Marion County Engineer
Court House
Salem, Oregon

NOTED
J. W. CATTRALL

NOTED
J. F. HAGEMANN

Dear Mr. Anderson:

Your request of July 29, 1955, for the elimination of the seal coat on the Hopmere-Wheatland Junction section of the North River Road has been approved. Pro. 159 The seal coat has also been eliminated from the Turner-Aumsville project presently under contract and from the proposed Fairfield Junction-Hopmere project. Pr. 159

Pro. 540

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JWC:mm

JOHN A. ANDERSON, C. E.
COUNTY ENGINEER

THEO. KUENZI
ASST. COUNTY ENGINEER

OFFICE OF ENGINEER
COUNTY OF MARION
COURTHOUSE
PHONE 4-4401, EXTENSION 74
SALEM, OREGON

NOTED
J. W. CATTRALL

July 29, 1955

Mr. John W. Cattrall
County and City Relations
State Highway Department
Salem, Oregon

Dear Mr. Cattrall:

It has come to the attention of this office that you are planning on applying a seal coat to the Hopmere-Wheatland section of the North River road.

We would like to request that you do not include this proposed seal coat as an extra item on the present contract. We feel that our road department can handle this matter at less cost and we will apply it at our own expense when the need arises.

We would also request that the County be permitted to apply seal coats on the Hopmere-Fairfield section and other projects.

It is hoped that you will be able to comply with our request in this matter.

Very truly yours,

John A. Anderson
John A. Anderson
County Engineer

AUG 1 - 1955

cc: County Court

RECEIVED
AUG 1 1955
OREGON
STATE HIGHWAY COMMISSION

August 3rd 1955
Williams approved no seal
for Marion Co. this date. Future projects plan –
seal to be placed [illegible] County. J.W.C.
also Clatsop Co. [illegible]

RECEIVED
JUN 21 1955
FOR FILING

S-45(2)
4235

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 22nd, 1955

SUBJECT:

To: Mr. J. D. Walker
Division Engineer

NOTED
W. C. WILLIAMS

On July 21st, 1954 Contract No. 4235 was let to the Central Paving Company of Independence for the Heppner-Wheatland Junction project. Date of completion was listed as October 31st, 1954. As near as I am able to determine little, if anything, has happened with respect to the actual construction of the job to this date.

Will you please determine what the contractor's intentions are and if he should be declared in default.

Forrest Cooper
Forrest Cooper
Ass't. Construction Engineer

FC:AR

cc to: W. C. Williams

RECEIVED
JUN 22 1955
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 7 1955
FOR FILING

S-45 (2)

[illegible]

February 7, 1955

Central Paving Company
P. O. Box 127
Independence, Oregon

Attention: Mr. Emerson B. Page

Gentlemen:

Your request for an extension of time on Contract No. 4235 for work on the Hopmere-Wheatland Junction Section of ~~the~~ North River Road was referred some time ago to the U. S. Bureau of Public Roads. To date they have not replied as to their concurrence. An inquiry is being made to them concerning this matter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdm

GRADING • OILING
CRUSHED ROCK
GRAVEL
BLACK TOP
SAND

... CENTRAL PAVING COMPANY

CPC

PLANTS: SALEM • DALLAS • INDEPENDENCE • • • • • MAILING ADDRESS: P. O. BOX 127 **INDEPENDENCE, OREGON**

TELEPHONE:
SALEM: 3-5468
DALLAS: MAYFAIR 3-4141
INDEPENDENCE: 231

February 4, 1955

Oregon State Highway Commission
Salem
Oregon

Gentlemen:

To date we have never heard as to your action concerning our request for time extension on Contract # 4235. This is the Hopmere-Wheatland Jct. Section of the North River Road located in Marion County.

Very truly yours,

CENTRAL PAVING COMPANY

Emerson B. Page

Emerson B. Page
Partner

EBP/dp

[illegible]

LPC [illegible]

RECEIVED
FEB 7 1955
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 23 1954
FOR FILING

5-45 (2)
4-15

December 23, 1954

Central Paving Company
P. O. Box 127
Independence, Oregon

Gentlemen:

Reference is made to your letter of December 20, 1954 in which you inquire concerning an extension of time on your contract with the State Highway Commission -- Contract No. 4235 for grading and paving the Hopmere-Wheatland Junction Section of North River Road, Marion County.

We have checked with our Construction Department and find that your request for this extension of time has not as yet been presented to the State Highway Commission for acceptance. It is necessary that the Bureau of Public Roads pass on the approval of your extension before it is submitted to the Highway Commission, and it is being held pending such approval by the Bureau. As soon as the Highway Commission has acted on it, you will be informed.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

jmc

GRADING • OILING
CRUSHED ROCK
GRAVEL
BLACK TOP
SAND

... CENTRAL PAVING COMPANY

CPC

PLANTS: SALEM • DALLAS • INDEPENDENCE • • • • • MAILING ADDRESS: P. O. BOX 127 **INDEPENDENCE, OREGON**

TELEPHONE:
SALEM: 3-5468
DALLAS: MAYFAIR 3-4141
INDEPENDENCE: 231

December 20, 1954

Oregon State Highway Commission

Salem, Oregon

Re: Contract #4235

Gentlemen:

On October 25, 1954 our surety forwarded a completed Contractors Request for Extension of Time and Consent of Surety for Contract #4235. This contract is the Hopmere-Wheatland Jct. Section of the North River Road in Marion County.

Since we have not heard further concerning this request, we are asking that you advise us as to the action you have taken.

Thank you.

Very truly yours,

CENTRAL PAVING COMPANY

Emerson B. Page

Emerson B. Page
Partner

EBP:hp

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S-45 (2)
42[illegible]

December 16, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on December 9, 1954, on Contract No. 4235, Hopmere-Wheatland Junction Section, in Marion County, in connection with Federal Aid Project No. S-45 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DBP:ia

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S-45 (2)

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November 1, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the Hopmere-Wheatland Junction Section, Contract No. 4235, Oregon S-45 (2), from October 31, 1954 to August 31, 1955, to the Central Paving Company, contractor.

Due to the lateness in the award of this project it was inadvisable to open up the grading this year and have it opened during the winter season. At the request of the Engineer, the contractor has not started work on this project, and the Marion County Court concurs in the schedule.

I recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

EAP: me

cc Mr. H. G. Smith

Form PR 2 (Revised 1950)

State Oregon

Federal Aid Secondary

Project No. S-45(2)

U. S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 12th day of October, 1954, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 10th day of May, 1954, a program, which was approved on the 1st day of June, 1954, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were ~~recommended for approval~~ approved by the District Engineer of the Bureau of Public Roads on the 8th day of June, 1954; and

Whereas the ~~Division~~ District Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of thirty-nine thousand, seven hundred and 00/100 dollars ($39,700.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

Form PR 2 (Revised [illegible])

State Oregon

Federal Aid Secondary Project No. S-45(2)

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 12th day of October, 1954, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 10th day of May, 1954, a program, which was approved on the 1st day of June, 1954, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were ~~recommended for approval~~ approved by the District Engineer of the Bureau of Public Roads on the 8th day of June, 1954; and

Whereas the ~~Division~~ District Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of thirty-nine thousand, seven hundred and 00/100 dollars ($39,700.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State **Chapter 175, Laws 1917; Chapter 31, Laws 1920;** (Include date and citation of
Chapter 529, Laws 1939.
act of legislature by which authorized)

(*b*) From other sources **Cash deposited by Marion County with the Highway Department.**
(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between **survey station 210+44.36 in the SE 1/4, Section 26, T. 6 S., R. 3 W., W.M., and survey station 347+50 in the SW 1/4, Section 18, T. 6 S., R. 2 W., W.M., without exception,**

, length **2.596** miles, in **Marion** County, being **Oregon Federal Aid / Secondary** project No. **S-45(2)**, consisting of **2.596** miles of roadway and **no** bridges, ~~each~~ of more than 20 feet clear span, ~~[illegible]~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

DIVISION 8
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UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of thirty-nine thousand, seven hundred and 00/100 dollars ($39,700.00), which does not exceed the authorized Federal pro rata share of sixty-four thousand, ninety-eight and 65/100 dollars ($64,098.65), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Bureau of Public Roads shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available) Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

Attest
H B Glaisyer
SECRETARY

By
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

RECOMMENDED FOR APPROVAL

Deputy State Highway Engineer

COMMISSIONER OF PUBLIC ROADS,

By
Acting *Division Engineer,*
Bureau of Public Roads.

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Oregon State Highway Department

Federal Aid Secondary
Project No. S-45 (2)

HOPMERE-WHEATLAND JUNCTION SECTION

OF THE NORTH RIVER ROAD IN MARION COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 13, 1954

Type Code 6201
Roadway (Sta. 210+44.36 to Sta. 347+50)(Contract No. 4235)

70	cu. yds.	Structural Excavation, Unclassified	$ 2.50	$ 175.00
13,000	cu. yds.	General Excavation, Unclassified	0.41	5,330.00
65,000	yd. sta.	Short Overhaul	0.015	975.00
3,600	C-yd. sta.	Long Overhaul	0.40	1,440.00
2.60	miles	Finishing Roadbed and Slopes	750.00	1,950.00
110	lin. ft.	42-inch Corrugated Metal Pipe	13.50	1,485.00
50	lin. ft.	22-inch Arch Type Corrugated Metal Pipe	5.00	250.00
70	lin. ft.	12-inch Concrete Pipe	1.95	136.50
11,200	cu. yds.	3" - 0 Material in Base	1.00	11,200.00
1,600	cu. yds.	3/4" - 0 Material in Base and Shoulders	1.80	2,880.00
260	M-gal.	Sprinkling	2.50	650.00
70	tons	RS-1 Asphalt in Tack Coat	40.00	2,800.00
5,000	tons	Class "B" Asphaltic Concrete	5.80	29,000.00
			Subtotal	$58,271.50
			10% Engr. & Cont.	5,827.15
			Total	$64,098.65

Length of Roadway 2.596 miles
Cost of Roadway per Mile $24,691.31

Federal Funds	$39,700.00
State Funds	12,199.32
County Funds	12,199.33
	$64,098.65

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
Funds for Maintenance: Chap. 529, laws 1939

Note: Cash has been deposited by Marion County with the Highway Department.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-45 (2)

HOPMERE-WHEATLAND JUNCTION SECTION
OF THE NORTH RIVER ROAD IN MARION COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, May 27, 1954

Type Code 6201
Roadway (Sta. 210+44.36 to Sta. 347+50)

70	cu. yds.	Structural Excavation, Unclassified	$ 3.00	$ 210.00
13,000	cu. yds.	General Excavation, Unclassified	0.50	6,500.00
65,000	yd. sta.	Short Overhaul	0.02	1,300.00
3,600	C-yd. sta.	Long Overhaul	0.50	1,800.00
2.60	miles	Finishing Roadbed and Slopes	500.00	1,300.00
110	lin. ft.	42-inch Corrugated Metal Pipe	14.00	1,540.00
50	lin. ft.	22-inch Arch Type Corrugated Metal Pipe	5.00	250.00
70	lin. ft.	12-inch Concrete Pipe	2.00	140.00
11,200	cu. yds.	3" - 0 Material in Base	1.60	17,920.00
1,600	cu. yds.	3/4" - 0 Material in Base and Shoulders	3.00	4,800.00
260	M-gal.	Sprinkling	3.00	780.00
70	tons	RS-1 Asphalt in Tack Coat	42.00	2,940.00
5,000	tons	Class "B" Asphaltic Concrete	6.25	31,250.00
			Subtotal	$70,730.00
			10% Engr. & Cont.	7,073.00
			Total	$77,803.00

Length of Roadway	2.596 miles
Cost of Roadway per Mile	$29,970.33

Federal Funds	$48,200.00
State Funds	14,801.50
County Funds	14,801.50
	$77,803.00

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[illegible]

August 13, 1954

Central Paving Co.
P. O. Box 127
Independence, Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4235, which was awarded to you by the State Highway Commission on July 21, covering the Hopmere-Wheatland Junction Section of the North River Road in Marion County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By
Floyd Query, Assistant Secretary

gl
encl.

Form A-180 10M 3-54

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JUL 26 1954

INVOICE

Oregon State Highway Department

Salem, Oregon

Invoice No.	34823
Date	July 23, 1954
Your Req. No.	
Billing Request No.	CC 100
Credit distribution:	524-1075-297

Marion County

Salem, Oregon

Attn: County Court

Advance Deposit	13,200.00
Hopmere-Wheatland Junction county FAS project in Marion County covered by agreement dated June, 1954. Partial transfer of county's share of total costs.	10,000.00
To be retained	$ 3,200.00

AC T OF BILLING REQUEST

Request $

By

John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM

July 22, 1954

NOTED
V. R JONES

Marion County Court
Court House
Salem, Oregon

NOTED
Harold C. Ayers

Gentlemen:

This is to acknowledge receipt of an advance deposit of $13,200 in connection with the Hopmere-Wheatland Junction Section of FAS 159. Contract No. 4235 was awarded on July 21st to Central Paving Company. A copy of this contract for your information and records will be forwarded under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM

Salem, Oregon
July 21, 1954

FAS 159, Marion County

Mr. W. C. Williams
OFFICE

NOTED
V. R. JONES

NOTED
Harold C. Ayers

We have received this date Marion County's deposit of $13,200 in connection with the Hopmere-Wheatland Junction county FAS project. This project is now clear for award of a contract.

John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM

cc: S. H. Probert

NOTED
J. F. HAGEMANN

NOTED
V. R. JONES

June 25, 1954

Marion County Court
Court House
Salem, Oregon

Gentlemen:

On June 24th the Highway Commission received a satisfactory bid from Central Paving Company of Independence for constructing the Hopmere-Wheatland Junction Section of FAS 159. As per the agreement between the State and County, an advance deposit of 20% of the estimated total cost based on the low bid is required from the County prior to award of a contract. The amount of this deposit is as follows:

Bid Items	$58,271.50
Add Item: Adjust Mail Boxes	400.00
12-1/2% Engineering & Contingencies	7,339.38
Estimated Total Cost	$66,005.44

Advance Deposit
20% of $66,005.44= $13,201.09--or say $13,200.00

Please make this deposit by means of a warrant or check in the amount of $13,200, payable to the Oregon State Highway Commission, forwarding same to this office. Upon receipt of said deposit a contract will be awarded. Your immediate attention to this matter will be appreciated.

Based on the above estimate, Marion County will have an available balance from fiscal year 1954-1955 FAS funds of approximately $16,000 (includes federal, state, and county funds).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM

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AGENDA
AUG 9 1954

3-w-13

July 21, 1954

Central Paving Company
Foot of "C" Street
Independence, Oregon

Gentlemen:

The State Highway Commission on June 24, 1954 accepted your proposal for grading and paving the Hopmere-Wheatland Junction section of the North River Road in Marion County for the sum of $58,271.50 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 4235.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

jmc

cc: R. G. Savage (SIAC)
H. G. Smith
S. H. Probert
Goldie Lewis

E. R.

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM	
DAY LETTER	
NIGHT LETTER	

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E

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206 10-51

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHIP RADIOGRAM	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.		CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

July 21, 1954
3:25 p.m.

Central Paving Company
Foot of "C" Street
Independence, Oregon

Contract for grading and paving Hopmere-Wheatland Junction Section of North River Road, Marion County, for which you submitted low bid on June 24, 1954 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

cc: Files ✓

---

award of contract to Central Paving Company of Independence, Oregon, low bidder in the amount of $58,271.50 at the June 24, 1954 bid opening.

Very truly yours,

C. G. Polk

C. G. POLK
District Engineer

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1954
OREGON
STATE HIGHWAY COMMISSION

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FOR FILING
OREGON DISTRICT

S-45 (2)

4235

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

July 21, 1954

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights of entry have been acquired for Oregon Project S-45 (2), Hopmere-Wheatland Junction Section of the North River Road in Marion County, we hereby concur as of this date in award of contract to Central Paving Company of Independence, Oregon, low bidder in the amount of $58,271.50 at the June 24, 1954 bid opening.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

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JUL 23 1954
OREGON
STATE HIGHWAY COMMISSION

FORM E-30 25M 9-51 52215

S-45(2)

4235

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 21, 1954

SUBJECT: FAS 159, Marion County

To: Mr. W. C. Williams
OFFICE

NOTED
W. C. WILLIAMS

We have received this date Marion County's deposit of $13,200 in connection with the Hopmere-Wheatland Junction county FAS project. This project is now clear for award of a contract.

John F. Hagemann
John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM

cc: S. H. Probert

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FOR FILING

S-45 (2)

4

July 21, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for grading and paving the Hopmere-Wheatland Junction Section of the North River Road in Marion County, Project S-45 (2), to Central Paving Company, Independence, Oregon, on the basis of the bid of $58,271.50 submitted on June 24, 1954.

All rights of entry required for this contract are acquired.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DBP:gs

NOTED
V. R. JONES

June 28, 1954

Mr. C. G. Polk, District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

NOTED
Harold C. Ayers

NOTED
J. F. HAGEMANN

Dear Mr. Polk:

Attached are three copies each of a maintenance agreement and encroachment resolution covering the Hopmere-Wheatland Junction Section of the North River Road, Oregon Project No. S-45(2), FAS 159, in Marion County.

We have on file executed copies of an agreement covering Marion County's participation in the total cost of the project.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John F. Hagemann
Asst. Engineer, County and City Relations

JDG:MM
Att.

Form cc-12 (1954 Rev.)

OREGON PROJECT NO. S-45(2)
FAS 159

RESOLUTION

WHEREAS, a county road in Marion County, State of Oregon, known as the North River County Road, is routed through the County of Marion, Oregon, a municipal corporation, and a section of said road has been officially adopted for improvement by the State Highway Commission and Marion County, the section adopted for improvement being more particularly described as follows; to wit:

> From a county road junction at Hopmere, southerly to highway engineer's survey station 210+44.36 which is a point approximately 0.9 mile north of the Wheatland Junction, a distance of 2.596 miles.

AND, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal Aid for the improvement of said county road,

AND, WHEREAS, the Department of Commerce, Bureau of Public Roads, will not participate in the construction of said county road until and unless the said County of Marion will guarantee by resolution officially adopted by the County Court, that no encroachments will be permitted upon the right of way of said county road within the limits of the section described above, which will permanently obstruct or interfere with the free and convenient flow of traffic over said county road, and will so regulate parking of vehicles on said county road that the free, convenient, and safe flow of traffic shall not be impeded; and agree not to impose unreasonable limitations of speed upon said county road, nor impose any regulations of traffic which will operate to discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets, or avenues.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the County Court of Marion County, Oregon, that no encroachments will be permitted on the county road known as the North River County Road, which will permanently or unduly interfere with the free and convenient flow of traffic along said county road; and will so regulate the parking of vehicles along said county road as not to impede the free, convenient, and safe flow of traffic; and will not impose any unreasonable limitations of speed upon said county road, nor impose any regulation of traffic upon said county road which shall unduly discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets, or avenues.

It being understood that nothing in this resolution of agreement by the County Court shall be construed so as to prevent or impair proper police regulations and the enforcement of all existing laws and regulations respecting the use of said county road, nor to prevent such temporary obstructions to traffic as may be necessitated by the construction of water or gas mains, sewers, and other public improvements, or to preclude the proper use of said county road for the placement of telephone or electric light poles or other public service facilities.

Passed by the County Court of Marion County, Oregon, this 7th day of June, 1954.

By R. Hartley
County Judge

By Roy J. Rice
County Commissioner

By E. L. Rogers
County Commissioner

Attest:
Mattson
County Clerk

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JUN 25 1954
FOR FILING

5-45(2)

4235

5-45(2)

June 15, 1954

Central Paving Company
Foot of "C" Street
Independence, Oregon

Gentlemen:

The State Highway Commission on June 14, 1954 accepted your bid in the amount of $58,471.50 for grading and paving the Hopmere-Wheatland Junction Section of the North River Road north of Salem in Marion County which was the low bid received for that job. The Commission referred the bid to the Engineer with authority to award the contract to you as soon as certain conditions have been satisfied.

I enclose for your immediate information a copy of the proposal form pertaining to this job for use by you pending receipt of the contract and bond forms. Your attention is particularly called to the paragraphs on page 5 under the heading "Restriction on Commencement of Work".

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr

cc S. H. Probert
H. G. Smith
R. G. Savage, SHC

Enclosure

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S-4-(2)

42

S-45(8)

file

Salem, Oregon
June 16, 1954

Map # 126
[illegible] 41

Mr. John W. Cattrall
City & County Relations Dept.
Office

Attached for further handling are four certified copies of a Maintenance Agreement and one conformed copy of a Finance Agreement covering the Hopmere-Wheatland Junction Section County FAS project in Marion County.

The original of each of the above agreements has been retained in this office for the Commission's files and a fully executed copy of each has been sent to the County Court of Marion County.

Very truly yours

Secretary

FH
Attach: 5

FORM E-30 25M 8-51 52315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 9, 1954

SUBJECT: FAS 159, Marion County

To: Mr. W. C. Williams
OFFICE

REFERRED TO
Query
BY DEPUTY STATE HIGHWAY ENGINEER

Attached are three copies of a finance agreement covering the Hopmere-Wheatland Junction Section County FAS project in Marion County. Two copies of the agreement have been executed by the proper county officials and are now ready for presentation to the Highway Commission. Both copies require your signature of approval.

Also attached are six copies of a maintenance agreement covering the above project. After signature by the Highway Commission, please return four either certified true or fully executed copies to this office for transmittal to the B.P.R.

This project was approved by the Highway Commission on January 21, 1953.

John W. Cattrall
Engineer, County and City Relations

By

John D. Graham
Office Engineer

Bids are to be received for this project on 6-24-54
F. Query

JDG:MM
Att.

RECEIVED
JUN 9 1954
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 16 1954
FOR FILING

5-4-(2)

4.35

5.45(2)

June 16, 1954

County Court of Marion County
Court House
Salem, Oregon

Gentlemen:

We are enclosing herewith for the records and files of Marion County one fully executed copy each of a Maintenance Agreement and Finance Agreement between the State Highway Commission and Marion County covering the Hopmere-Wheatland Junction Section County FAS project in Marion County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

RECEIVED
File ~~FOR FILING~~

OREGON DISTRICT S-45(2)
4235
S-45(2)

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

June 8, 1954

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved P. S. and E. documents for Oregon Project S-45(2), Hopmere-Wheatland Junction Section of the North River Road. This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending notification that all rights of way or rights of entry have been acquired.

Please furnish the usual copies of county maintenance and encroachment resolutions covering this project.

Very truly yours,

C. G. Polk
C. G. POLK
District Engineer

RECEIVED
JUN 11 1954
STATE HIGHWAY COMMISSION

By: John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM
Encl.

NOTED
V. R. JONES

NOTED
Harold C. Ayers

June 4, 1954

Marion County Court
Court House
Salem, Oregon

Gentlemen:

Enclosed are two copies of an agreement covering finances, six copies of a maintenance agreement, six copies of an encroachment resolution, and a set of plans and specifications in connection with the Hopmere-Wheatland Junction FAS project on the North River County Road, FAS 159, upon which bids will be accepted June 24th.

The finance agreement covers state and county participation in costs and provides for an advance deposit to be made by the county after the low bid has been determined and prior to award of a contract. This agreement provides that the county will pay all costs in excess of $82,000 which represents the balance of fiscal year 1954 and 1955 funds available; however, in the event the estimate based on the low bid received exceeds this amount, the county may elect to accept or reject the terms of the agreement. You will be notified immediately after bids have been received on June 24th of the amount of the advance deposit required.

The maintenance agreement and encroachment resolution are standard forms required by the Bureau of Public Roads in connection with projects of this nature. The maintenance agreement provides that the county agrees to maintain the completed project in a manner satisfactory to the B.P.R., and the encroachment resolution provides that the county will permit no encroachments on the right of way which will permanently interfere with the free and convenient flow of traffic.

The set of plans and specifications is for your information and records. The specifications provide that the project shall be completed not later than October 31, 1954.

If satisfactory, please sign, have the County Clerk attest, and return all copies of both agreements and five copies of the resolution to this office. After signature by the Highway Commission, a fully executed copy of each agreement will be returned.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM
Encl.

NOTED
V R JONES

Salem, Oregon
May 19, 1954

NOTED
Harold C. Ayers

Mr. Earl F. Saling
Right of Way Division

NOTED
Harold C. Ayers

I contacted the Marion County Court this date regarding execution of the attached revised options, Files Nos. 21788 and 21790, and the Court advised that Raymond James Zielinski was on duty with the Navy in Japan. The Court has already obtained a deed for the right of way required from Mr. Zielinski and requested that we revise our design so that a channel change would not be required and, subsequently, Mr. Zielinski's signature on the revised option form would not be required. I have discussed this matter with Mr. Hall, Chief Designer, and he stated that the county's request could be met.

John F. Hagemann
Asst. Engr., County and City Relations

JFH:[illegible]
Att.

cc: Construction Division
Mr. Frank Hall

NOTED

RECEIVED
1954
FOR FILING

FORM E-90 25M 9-51 52318
5-45(2)

Marion H9 42

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 12, 1954

To: Frank Hall
Virgil O'Neil

SUBJECT:

NOTED
W. C. WILLIAMS

The Wheatland Junction-Hopmere Project in Marion County is to be constructed with 22-foot pavement with 3-foot shoulders.

The project should be advertised for bids at the June meeting.

Forrest Cooper
Forrest Cooper
Ass't. Construction Engineer

FC:js

cc W. C. Williams ✓

ASSIGNMENT

Date: April 12, 1954 No. 4986 By WCW

Description: Letter of April 7 by John F. Hagemann to WCW re Wheatland Junction-Hopmere Project, FAS 159, Marion County

Acknowledged by____ Referred to Smith ✓

- __ Investigate and report with recommendation
- [✓ Such action as necessary and report]
- __ Comment or recommendation
- __ Return with rough draft of reply
- __ Prepare reply for signature of Mr.________
- [✓ Contact correspondent and report]

Remarks:

PLEASE RETURN TO
W. C. WILLIAMS

Executed 4-13-54 mc Report Received__________

GHWAY DEPARTMENT

NT CORRESPONDENCE

, Oregon

. 7, 1954

BJECT: Wheatland Junction-Hopmere Project
FAS 159, Marion County

PLEASE RETURN TO
W. C. WILLIAMS

NOTED
W. C. WILLIAMS

to the Wheatland Junction-Hopmere
County which is proposed for con-
the contract authorization for
ere is a balance of $82,000 of FAS
nty which can be used for the
oject.

Court has been consulted on this matter and they have requested that advertising of this project be held for the June Commission meeting in order to permit the county to make its deposit from its next fiscal year budget.

The Court has also requested that the pavement width be increased from 20' to 22' by reducing the shoulder width 1' on each side. This would result in a 22' pavement with 3' shoulders (5' on fill from stations 274+50 to 254+50) instead of a 20' pavement with 4' shoulders (6' on fill) as presently designed.

John F. Hagemann
John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM
cc: H. G. Smith
V. G. O'Neil
S. H. Probert
Frank Hall

NOTED
ORREST COO

FORM E-30 25M 9-51 82815

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 7, 1954

SUBJECT: Wheatland Junction-Hopmere Project
FAS 159, Marion County

To: Mr. W. C. Williams
OFFICE

PLEASE RETURN TO
W. C. WILLIAMS

NOTED
W. C. WILLIAMS

Reference is made to the Wheatland Junction-Hopmere county FAS project in Marion County which is proposed for contracting this year. Based on the contract authorization for the Salem-Roberts project, there is a balance of $82,000 of FAS funds remaining to Marion County which can be used for the Wheatland Junction-Hopmere project.

The Marion County Court has been consulted on this matter and they have requested that advertising of this project be held for the June Commission meeting in order to permit the county to make its deposit from its next fiscal year budget.

The Court has also requested that the pavement width be increased from 20' to 22' by reducing the shoulder width 1' on each side. This would result in a 22' pavement with 3' shoulders (5' on fill from stations 274+50 to 254+50) instead of a 20' pavement with 4' shoulders (6' on fill) as presently designed.

John F. Hagemann
John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM
cc: H. G. Smith
V. G. O'Neil
S. H. Probert
Frank Hall

NOTED
ORREST COO

NOTED
V. R JONES

Salem, Oregon
March 17, 1954

NOTED
Harold C. A

Mr. H. G. Smith
Construction Engineer

J. F. HAGEMANN

The field data for the Wheatland Junction-Hopmere Section of FAS 159 in Marion County has been examined and found to be consistent with the project as proposed by the county and approved by the Highway Commission with the possible exception of the length.

The field estimate for this project is approximately $12,000 more than FAS funds available after deduction ~~based on~~ the engineer's estimate for the Salem-Roberts job. After bids have been received on the Salem-Roberts job at the April Commission meeting we will be able to determine more exactly what funds will remain for use on the Wheatland Junction-Hopmere project. At that time we will contact Marion County and determine the limits of this project.

John F. Hagemann
Asst. County and City Relations Engineer

JFH:MM

cc: V. O'Neil

NOTED
V. R. JONES

March 12, 1954

Honorable Rex Hartley
Marion County Judge
Salem, Oregon

NOTED

NOTED
J. F. HAGEMANN

Dear Judge:

Enclosed are option forms in quadruplicate, and two prints, for right of way to be acquired for the Wheatland Junction-Quinaby Section project, as follows:

File No.	Name	
21788	Raymond James Zielinski	0.14 acre
21789	Emery and Irene L. Jones	0.025 "
21790	Helen Mayfield	0.141 "

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JDG:MM
Encl.

1R0159

FORM E-30X 25M 11-50 44702

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

March 11, 1954

SUBJECT: Wheatland Junction--Quinaby Section
County Market Road No. 36
Marion County

To: Mr. John Cattrall
County - City Relations Engineer
OFFICE

Dear Mr. Cattrall:

Enclosed herewith are option forms in quadruplicate for right of way to be acquired for Wheatland Junction-Quinaby Section of County Market Road No. 36 in Marion County. This project is scheduled to be let in April, 1954.

Attached are two prints covering these acquisitions, No. IR-5-525, bearing our date of March 10, 1954.

21788	Raymond James Zielinski	0.14 acre
21789	Emery and Irene L. Jones	0.025 acre
21790	Helen Mayfield	0.141 acre

Yours very truly,

R. L. PORTER
Right of Way Engineer

By Earl F. Saling
EARL F. SALING
Right of Way Office Mgr.

ML:wo

cc: John Cattrall
cc: R. L. Porter

RECEIVED
MAR 12 1954
ENGINEER
COUNTY & CITY RELATIONS

[illegible]

January 30, 1953

Marion County Court

Salem, Oregon

Gentlemen:

On January 21 the Highway Commission approved for construction with fiscal year 1954 and 1955 Federal Aid Secondary funds the projects in Marion County as set forth in the attached tabulation. The details as set forth in this tabulation are believed to conform with the Court's request.

While the total funds available to Marion County are as shown, the allocation to individual projects is tentative and may be adjusted after more detailed field information is available. Improvement of the S. River Road from Salem to Roberts will be given priority over improvement of the N. River Road. Details will be worked out as the preliminary engineering progresses.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: John W. Cattrall
Engineer, County and City Relations

JFH:MM
Att.

NOTED
J. W. CATTRALL

(Fas 110)(used
Fas 159
170)- 1955

MARION COUNTY

TOTAL FAS FUNDS FOR PROGRAMMING: 1954 - $131,000
1955 - $131,000

PROPOSED PROJECTS:

1954 - FAS 176 (the South River Road) from the Salem city limits to Roberts, a distance of approximately 3 miles. Grade and place base material.

1955 - FAS 159 (the North River Road) from the end of the 20' pavement near Wheatland Junction north as far as available funds ($70,000) will permit. This is estimated to be approximately 2 miles. Widen existing 16' wide bituminous pavement to 20' and resurface with asphaltic concrete.

FAS 176 (the South River Road) from the Salem city limits to Roberts, a distance of approximately 3 miles. Place 3"X22' asphaltic concrete and 8' crushed rock shoulders on each side.

REMARKS: Marion County has requested that the South River Road, FAS 176, be improved from Salem to Roberts, using available 1954 and 1955 funds as needed. Any remaining funds should then be applied towards improving the North River Road from the end of the existing 20' pavement north as far as these funds will go. The Salem-Roberts project has been programmed in two projects, using 1954 funds for the grading and base material and 1955 funds for the paving. The 1954 project should not be contracted until after July 1, 1953, at which time the county share of the total cost will be available. By federal law no FAS funds may be expended within the corporate limits of cities of more than 5000 population. For this reason this project must be terminated at the Salem city limits.

1/30/5[illegible]

Sheet 1 of 1

OREGON STATE HIGHWAY DEPARTMENT

Department of County and City Relations

ROAD LOG DATA SHEET

Location Marion County Logged by John F. Hagemann Car No. 49-65

Road or Street FAS 159 Recorder JFH

Date 6/26/51 Weather clear & sunny Project

M. P.	Length	Width	Type	Condition	Remarks
		City St. Sect.			
0.00					Jct. Commercial and Center Streets.
	1.55	Rdbd.-- Surf.-- with Nonskid wearing surface.	Av. 32'-34'. Old 16' asph. conc.		Salem (U-280-123)
1.55					End city street section.
		Surf. Condition -- good.			
1.95					City Limits (Sign Post).
	4.0' A.C. Conc. See FAS plans				
3.21	~~135~~				Jct. Manbrin Drive Left.
3.91					Kaiser School Road Intersection.
5.57					End FAS Project.
8.21					Jct. Road to Brooks Right.
	7.93				
12.93					Jct. Road to St. Paul Left.
13.5					Jct. Road to Gervais Right.
		Rdbd.-- Surf.--	Av. 32' - 34'. Old 16' asph. conc.		Champoeg Cr. Tbr. Br. Est. 20' long. Plank deck in poor condition.
16.53					
	3.17	Surf. Condition -- ~~Fair to Poor. Badly alligatored in spots. Minimum needs- patch out and seal.~~		Good (Resealed by Co.)	
16.77					Jct. FAS 102.
(16.67 official length)					

NOTES: Existing alinement is satisfactory.

Country is flat to slightly rolling. Road follows ground line.

From Salem to Kaiser School is typical urban type culture.

From Kaiser School north is small to medium size berry, orchard, and crop farms.

[illegible]

4236 [illegible]

PRODUCT OF
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KANKAKEE, ILL.
AMBERG FILE & INDEX CO.

No. RK761TN34

S-95(2) Baker Cr. & Panther Cr. 1954
Bridges
#4236

RECEIVED
FEB 24 1956
FOR FILING

5-95(2)
4236

February 20, 1956

Mr. C. C. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are sending under separate cover three copies of revised final voucher for the Baker Creek Bridge, Project No. S-288(2) in the corrected amount of $2,453.00, instead of $2,153.00 as submitted with our letter of February 17, 1956.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

JWE:hb

SPRS-1844

FORM PR 3 (October 1954)

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

State O[illegible]on
County Clackamas
Project No. S-184(1) S-95(2)
4236

PROJECT AGREEMENT FOR SECONDARY ROAD UNDER 1954 SECONDARY ROAD PLAN

MEMORANDUM OF AGREEMENT made this 17th day of Nov., 1955, by and between The Oregon State Highway Commission, constituting for the purpose hereof the Highway Department of the State of Oregon, hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), as amended and supplemented.

WITNESSETH:

WHEREAS, the Highway Department of said State has submitted a program, which was approved on the 8th day of February, 1955, for the project hereinafter described; and

WHEREAS, the Highway Department has furnished a contract estimate or force account estimate for said project; and

WHEREAS, State or local funds have been made available for the project in accordance with the requirements of the aforesaid Act of July 11, 1916, as amended and supplemented.

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

WORK EMBRACED IN PROJECT

ARTICLE I. This agreement covers the following work as briefly described in the program:

Being 0.086 miles of bridge construction
(Character of work)

between F. A. Route 41 at Park Place and FAS 140 near Springwater, being on a connection to FAS 132 at Carver,
(Control points)
consisting of 0.000 miles of roadway and one (Number) bridge~~s~~ totaling 0.086 miles in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE II. The Highway Department will construct or cause to be constructed to final completion said project under its direct supervision, which shall include adequate inspection throughout the course of construction, and in accordance with the standards and procedures approved by the Commissioner under its 1954 Secondary Road Plan.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE III. The United States pro rata share of the cost of the project covered by this agreement shall not in any event exceed the sum of forty-two thousand and 00/100 dollars ($42,000.00), which does not exceed the authorized United States pro rata share of the approved total estimated cost of said project, which is sixty-eight thousand, four hundred eleven and 75/100 dollars ($68,411.75).

FORM PR 3 (October 1954)

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

GPRS-1844
State Or[illegible]on
County Clackamas
Project No. S-184(1) S-9-(2)
4236

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PAYMENTS

ARTICLE IV. As the work on said project progresses, or upon its completion, and upon receipt of vouchers from the Highway Department, the Commissioner shall from time to time submit schedules of vouchers certified by him to the Secretary of the Treasury for payment to the official or depository authorized under the laws of said State and designated by the Highway Department to receive public funds.

The Commissioner reserves the right to withhold such sums as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE V. The Highway Department will be responsible for the maintenance of said project in compliance with said Act of July 11, 1916, as amended and supplemented, and will use every means within its power to insure proper and permanent maintenance thereof.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures as of the day and year first above written.

Attest
HBGlaisyer
SECRETARY

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Ben R Chandler
Chairman, State Highway Commission
(Title)

By Chas H Reynolds
Member, State Highway Commission
(Title)

By
Member, State Highway Commission
(Title)

COMMISSIONER OF PUBLIC ROADS

By
Division Engineer, Bureau of Public Roads

—33205

RECEIVED
NOV 2[illegible]
OREGON

V

Oregon State Highway Department

Federal Aid Secondary
Project No. S-184(1)

BAKERS BRIDGE OVER THE CLACKAMAS RIVER (FAS 131)

IN CLACKAMAS COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, Sept. 22, 1955

Type Code X032
Bakers Bridge (Sta. 283+55.63 to Sta. 288+08)(Contract No. 4516)

All Required	Remove Old Timber Trestle Approaches	$	$ 2,500.00
420 cu. yds.	Structural Excavation	5.00	2,100.00
20 cu. yds.	Excavation Below Elevation Shown	10.00	200.00
240 lin. ft.	Furnish Untreated Timber Piling	0.50	120.00
12 only	Drive Untreated Timber Piles	50.00	600.00
450 lin. ft.	Furnish Treated Timber Piling	1.25	562.50
18 only	Drive Treated Timber Piles	50.00	900.00
80 lin. ft.	Furnish Steel Piling	4.75	380.00
4 only	Drive Steel Piles	50.00	200.00
570 cu. yds.	Class "A" Concrete	55.00	31,350.00
138,000 lbs.	Metal Reinforcement	0.12	16,560.00
640 lin. ft.	Metal Rail	10.50	6,720.00
	Subtotal		$62,192.50
	10% Engr. & Cont.		6,219.25
	Total		$68,411.75

Length of Structure 0.086 Mile

Federal Funds..	$42,000.00
State Funds..	13,205.87
County Funds..	13,205.88
	$68,411.75

State Funds For Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.

Funds For Maint.: Chap. 529, Laws 1939.

NOTE: Necessary funds have been deposited by Clackamas County with the Highway Department.

RECEIVED
AUG 30 1955

~~FOR FILING~~
5-45 (1)
[illegible] (2)

OREGON STATE HIGHWAY DEPARTMENT
(date)
August 25, 1955

(CONTRACT NO.) 4-[illegible]	(EST. NO.)	(CONTRACTOR)	
4236	10A-Final	Johnson & Amens	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
17092	R-130419	$ 1,884.11	8/25/55

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: April 30, 1955

Time Extensions: to July 12, 1955 without penalty

Completion Date: July 12, 1955

Date Accepted: Aug. 11, 1955

Penalties: None of record

Claims: None of record

Remarks:
The final 3% retainage was not assigned

Date: 8-29-55

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

NOTED ON CARD
7P

Warrant Mailed: AUG 29 1955
Ruth Rawlings

RECEIVED
AUG 23 1955
FOR FILING

288 (2)

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

August 22, 1955

Johnson & Amons
Box 271
McMinnville, Oregon

Gentlemen:

The State Highway Commission at its meeting held on August 11 had under discussion your request for an extension of time from June 14 to July 12, 1955 within which to complete your contract No. 4236, for constructing Baker Creek and Panther Creek Bridges on the Carlton-McMinnville and Baker Creek Roads in Yamhill County.

We are pleased to inform you that the State Highway Commission granted your request without penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: J. D. Walker,
Division Engineer

Robert F. Dew,
Resident Engineer

F. M. Stephenson,
Bridge Engineer

RECEIVED
AUG 17 1955
FOR FILING

5-95 [illegible]
[illegible]
4[illegible]

August 17, 1955

CERTIFIED MAIL

General Casualty Company of America
Portland Service Office
209 S.W. Fourth Ave.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 4236 for constructing the Baker Creek and Panther Creek Bridges on the Carlton-McMinnville and Baker Creek Roads in Yamhill County was completed by the contractor, Johnson & Amens, on July 12 and was formally accepted by the Highway Commission on August 11, 1955.

Final payment in the amount of $1,884.11 will be released to the contractor on or after August 27, 1955. The total contract amount is $62,803.69 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

RECEIVED
AUG 17 1955
FOR FILING

S-95 (2)
S-238 (2)
4236

August 16, 1955

CERTIFIED MAIL

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Johnson & Amens on contract No. 4236, for constructing Baker Creek and Panther Creek Bridges on the Carlton-McMinnville and Baker Creek Roads in Yamhill County.

This payment, in the amount of $3,592.61, will be released to the contractor, assigned to U. S. National Bank of Portland, McMinnville Branch, on or after August 26, 1955. The retained percentage is $1,884.11.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

RECEIVED
JUL 26 1955
FOR FILING

S 78(2)
S-278(2)
[illegible]

July 21, 1955

Request for extension of time
No. 7
August 11 and 12 meeting

Oregon State Highway Commission

Gentlemen:

Re: Baker Creek and Panther Creek Bridges
Contract No. [illegible]

Johnson & [illegible], contractors on the Baker Creek and Panther Creek Bridges in Yamhill County, have requested a second extension of time from June 14, 1955, to July 12, 1955, the date the contract was completed.

All the work was completed prior to June 14, 1955, with the exceptions of a small amount of concrete finishing and cleaning up the job site which was delayed by inclement weather.

As there was no delay to traffic nor additional engineering expense incurred, it is recommended that this extension be granted without penalty. This is a Federal Aid Secondary Highway contract and does not require the concurrence of the Bureau of Public Roads.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attachment

PHB:aa

RECEIVED
APR 19 1955
FOR FILING

[illegible]
[illegible]
[illegible]

FORM E-123 [illegible] REVISED [illegible]

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

April 19, 1955

Johnson & Amens
Box 271
McMinnville, Oregon

Gentlemen:

The State Highway Commission at its meeting held on April 13 had under discussion your request for an extension of time, from April 30 to June 14, 1955, within which to complete your contract No. 4236 for constructing the Baker Creek and Panther Creek Bridges on the Carlton-McMinnville and Baker Creek Roads in Yamhill County.

We are pleased to inform you that the State Highway Commission granted your request without penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: J. D. Walker,
Division Engineer

Robert F. Dow,
Resident Engineer

R. W. Stephenson,
Bridge Engineer

RECEIVED
APR 6 1955
FOR FILING

S-95 (2)
[illegible] (1)
11-[illegible]

April 4, 1955

Request for extension of time
No. 3
April 13 and 14 meeting.

Oregon State Highway Commission

Gentlemen:

Re: Baker Creek and Panther
Creek Bridges
Contract No. [illegible]

Johnson & Auseo, contractor on the Baker Creek and Panther Creek Bridges on the Carlton-McMinnville and Baker Creek Roads in Yamhill County, has requested an extension of time from April 15, 1955, to June 14, 1955, in which to complete the contract.

The contractor was delayed by the failure of County forces to complete a channel change at Bridge No. 11340-A, Baker Creek, and to complete the embankment at the south approach to Bridge No. 11341-A, Panther Creek. Both of these items had been specified in the contract to be completed by the County before the bridge contractor could start work. Also, the contractor was delayed by a change in the design of footings for the Baker Creek Bridge, No. 11340-A. Foundation conditions encountered at this structure required the use of piling which were not called for in the contract.

As these delays were not the responsibility of the contractor, it is recommended that this extension be granted without penalty. This is a Federal Aid Secondary Highway project and does not require the concurrence of the Bureau of Public Roads.

Very truly yours,

R. H. Baldock
State Highway Engineer

PHS/ds

Attached

1430

Form PR 2 (Revised 1950)

State Oregon

Federal Aid Secondary

Project No. S-288(2)

U. S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 12th day of October, 19 54, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 2nd day of April, 19 54, a program, which was approved on the 21st day of April, 19 54, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were ~~recommended for approval~~ approved by the District Engineer of the Bureau of Public Roads on the 8th June, 19 54; and

Whereas the ~~Division~~ District Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of fourteen thousand, three hundred and 00/100 dollars ($14,300.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State **Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939.** (Include date and citation of act of legislature by which authorized)

(*b*) From other sources **Cash deposited by Yamhill County with the Highway Department.**

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between **survey station 8+85 and survey station 10+05, all in the NW 1/4, Section 18, T. 4 S., R. 4 W., W.M., without exception,**

, length **0.023** miles, in **Yamhill** County,

being **Oregon Federal Aid/ Secondary** project No. **S-288(2)**, consisting of **0.000** miles of

roadway and **one** bridge~~s~~ of more than 20 feet clear span, **0.023** of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

DIVISION 8 RECEIVED OCT 12 1954

RECEIVED OCT 14 1954

OCT 11 1954

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of fourteen thousand, three hundred and 00/100 dollars ($14,300.00), which does not exceed the authorized Federal pro rata share of twenty-three thousand, one hundred twenty-two and 00/100 dollars ($23,122.00), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Bureau of Public Roads shall from time to time submit vouchers to the Secretary of the Treasury for the payment to

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

Attest
H.B. Gearinger
SECRETARY

By
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By
Acting *Division Engineer,*
Bureau of Public Roads.

A4.62

U. S. GOVERNMENT PRINTING OFFICE 16—11379-5

OCT 11 1954

RECEIVED
OCT 12 1954
DIVISION 8

OCT 11 1954

Oregon State Highway Department

Federal Aid Secondary
Project No. S-288 (2)

BAKER CREEK BRIDGE ON THE
BAKER CREEK ROAD IN YAMHILL COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 13, 1954

Type Code X021
Baker Creek Bridge (Sta. 8+85 to Sta. 10+05)(Contract No. 4236)

90	cu. yds.	Structural Excavation	$ 3.50	$ 315.00
10	cu. yds.	Excavation Below Elevation Shown	6.00	60.00
500	lin. ft.	Furnish Treated Timber Piling	1.80	900.00
12	only	Drive Timber Piles	40.00	480.00
225	cu. yds.	Class "A" Concrete	58.50	13,162.50
52,000	lbs.	Metal Reinforcement	0.115	5,980.00
35	lin. ft.	8-inch Metal Drain Pipe	3.50	122.50
			Subtotal	$21,020.00
			10% Engr. & Cont.	2,102.00
			Total	$23,122.00

Length of Structure 0.023 mile

Federal Funds	$14,300.00
State Funds	4,411.00
County Funds	4,411.00
	$23,122.00

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
Funds for Maintenance: Chap. 529, laws 1939

Note: Cash has been deposited by Yamhill County with the Highway Department.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-288 (2)

BAKER CREEK BRIDGE ON THE BAKER CREEK
ROAD IN YAMHILL COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, June 8, 1954

Type Code X021
Baker Creek Bridge (Sta. 8+85 to Sta. 10+05)

90 cu. yd.	Strustural Excavation	$ 7.00	$ 630.00
10 cu. yd.	Excavation Below Elevation Shown	10.00	100.00
500 lin. ft.	Furnish Treated Timber Piling	1.00	500.00
12 only	Drive Timber Piles	70.00	840.00
225 cu. yd.	Class "A" Concrete	65.00	14,625.00
52,000 lbs.	Metal Reinforcement	0.115	5,980.00
35 lin. ft.	8-inch Metal Drain Pipe	4.00	140.00
		Subtotal	$22,815.00
		10% Engr. & Cont.	2,281.50
		Total	$25,096.50

Length of Structure 0.023 mile

Federal Funds	$15,500.00
State Funds	4,798.25
County Funds	4,798.25
	$25,096.50

14-27

Form PR 2 (Revised 1950)

State Oregon

Project No. S-95(2)

Federal Aid Secondary

U. S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 12th day of October, 1954, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 2nd day of April, 1954, a program, which was approved on the 21st day of April, 1954, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were ~~[illegible]~~ approved by the District Engineer of the Bureau of Public Roads on the 8th day of June, 1954; and

Whereas the ~~Division~~ District Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of twenty-eight thousand, four hundred and 00/100 dollars ($28,400.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources Cash deposited by Yamhill County with the Highway Department.
(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 12+80 in the NE 1/4, Section 5, T. 4 S., R. 4 W., W.M., and survey station 13+45 in the SW 1/4, Section 9, T. 4 S., R. 4 W., W.M., except between station 14+00 in said NW 1/4, Section 5, and station 12+45 in said SW 1/4, Section 9, , length 0.042 miles, in Yamhill County, being Oregon Federal Aid / Secondary project No. S-95(2), consisting of 0.000 miles of roadway and two bridges, each of more than 20 feet clear span, 0.042 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

16—11379-4

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OCT 11 1954 OREGON DISTRICT

The ... maintenance of said project.

Oregon State Highway Department

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of **twenty-eight thousand, four hundred and 00/100** dollars ($**28,400.00**), which does not exceed the authorized Federal pro rata share of **forty-five thousand, eight hundred forty-eight and 00/100** dollars ($**45,848.00**), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Bureau of Public Roads shall from time to time submit vouchers to the Secretary of the Treasury for the payment to **the State Treasurer**
(Official or depository)
hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of **Oregon**
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)
Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

Attest H.B. Glaisyer
SECRETARY

By
Chairman, State Highway Commission
(Title of officer)

RECOMMENDED FOR APPROVAL

Deputy State Highway Engineer

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By Mrs. E. McLean
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By
Acting *Division Engineer,*
Bureau of Public Roads.

A4.62

OCT 14 1954 OREGON DISTRICT
SEP 13 1954
OCT 11 1954 OREGON DISTRICT

Oregon State Highway Department

Federal Aid Secondary
Project No. S-95 (2)

BAKER CREEK AND PANTHER CREEK BRIDGES

ON THE CARLTON-McMINNVILLE ROAD IN YAMHILL COUNTY

(Estimate as a basis for project agrement. Based on low bid prices.)

Salem, Oregon, August 13, 1954

Type Code X021
Baker Creek Bridge (Sta. 12+45 to Sta. 13+45)(Contract No. 4236)

220	cu. yds.	Structural Excavation	$ 3.50	$ 770.00
20	cu. yds.	Excavation Below Elevation Shown	6.00	120.00
750	lin. ft.	Furnish Untreated Timber Piling	0.90	675.00
520	lin. ft.	Furnish Treated Timber Piling	1.80	936.00
34	only	Drive Timber Piles	35.00	1,190.00
166	cu. yds.	Class "A" Concrete	58.00	9,628.00
41,000	lbs.	Metal Reinforcement	0.115	4,715.00
50	lin. ft.	8-inch Metal Drain Pipe	3.50	175.00
				$18,209.00

Type Code X021
Panther Creek Bridge (Sta. 12+80 to Sta. 14+00)(Contract No. 4236)

180	cu. yds.	Structural Excavation	$ 3.50	$ 630.00
20	cu. yds.	Excavation Below Elevation Shown	6.00	120.00
1,000	lin. ft.	Furnish Untreated Timber Piling	0.90	900.00
720	lin. ft.	Furnish Treated Timber Piling	1.80	1,296.00
46	only	Drive Timber Piles	35.00	1,610.00
220	cu. yds.	Class "A" Concrete	58.00	12,760.00
52,000	lbs.	Metal Reinforcement	0.115	5,980.00
50	lin. ft.	8-inch Metal Drain Pipe	3.50	175.00
				$23,471.00

Subtotal	$41,680.00
10% Engr. & Cont.	4,168.00
Total	$45,848.00

Length of 2 Structures 0.042 mile

Federal Funds	$28,400.00
State Funds	8,724.00
County Funds	8,724.00
	$45,848.00

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
Funds for Maintenance: Chap. 529, laws 1939

Note: Cash has been deposited by Yamhill County with the Highway Department.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-95 (2)

BAKER CREEK AND PANTHER CREEK BRIDGES

ON THE CARLTON-McMINNVILLE ROAD IN YAMHILL COUNTY

(Estimate to accompany plans and specifications; not as a basis for project agreement.)

Salem, Oregon, June 8, 1954

Type Code X021
Baker Creek Bridge (Sta. 12+45 to Sta. 13+45)

220	cu. yds.	Structural Excavation	$ 7.00	$ 1,540.00
20	cu. yds.	Excavation Below Elevation Shown	10.00	200.00
750	lin. ft.	Furnish Untreated Timber Piling	0.80	600.00
520	lin. ft.	Furnish Treated Timber Piling	1.00	520.00
34	only	Drive Timber Piles	70.00	2,380.00
166	cu. yds.	Class "A" Concrete	65.00	10,790.00
41,000	lbs.	Metal Reinforcement	0.115	4,715.00
50	lin. ft.	8-inch Metal Drain Pipe	4.00	200.00
				$20,945.00

Type Code X021
Panther Creek Bridge (Sta. 12+80 to Sta. 14+00)

180	cu. yds.	Structural Excavation	$ 7.00	$ 1,260.00
20	cu. yds.	Excavation Below Elevation Shown	10.00	200.00
1,000	lin. ft.	Furnish Untreated Timber Piling	0.80	800.00
720	lin. ft.	Furnish Treated Timber Piling	1.00	720.00
46	only	Drive Timber Piles	70.00	3,220.00
220	cu. yds.	Class "A" Concrete	65.00	14,300.00
52,000	lbs.	Metal Reinforcement	0.115	5,980.00
50	lin. ft.	8-inch Metal Drain Pipe	4.00	200.00
				$26,680.00

Subtotal	$47,625.00
10% Engr. & Cont.	4,762.50
Total	$52,387.50

Length of 2 Structures 0.042 Mile

Federal Funds- -	-$32,400.00
State Funds- -	- 9,993.75
County Funds -	- 9,993.75
	$52,387.50

RECEIVED
OCT 4 - 1954
FOR FILING

S-95 (2)
[illegible]
[illegible]

October 1, 1954

The United States National Bank
of Portland, Oregon
McMinnville Branch
McMinnville, Oregon

Attention: Mr. James D. Cline, Assistant Manager

Gentlemen:

Pursuant to the request contained in the second paragraph of your letter of September 30, 1954, I am returning to you herewith a copy of that letter on which I have acknowledged receipt of the same together with three copies of an Assignment given by Johnson & Amens to the United States National Bank of Portland, McMinnville Branch of all monies now due or which may hereafter become due them, except 5% retainage, in connection with State Highway Contract No. 4236. Also acknowledged are two executed copies of a letter endorsed by the General Casualty Company of America consenting to such assignment.

This Assignment and Surety's Consent thereto meet the requirements of this office, and we will be pleased to honor the Assignment in conformity with the provisions thereof. Future warrants in payment of work performed under this contract will be made payable to the order of Johnson & Amens, assigned to the United States National Bank of Portland, McMinnville Branch.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:mm
Enclosures-
cc: C. H. Maison
Floyd Query

I attach hereto two copies of the Assignment referred to in the above letter, and one copy of the Surety's Consent thereto. The original of the Assignment and Surety's Consent are being handed to Mr. Query for filing in the contract.

H.B.G.

HEAD OFFICE

McMINNVILLE BRANCH

THE UNITED STATES NATIONAL BANK

OF PORTLAND, OREGON

McMINNVILLE, OREGON

September 30, 1954

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

We are enclosing herewith Assignment of Claim in duplicate executed by Johnson and Amens covering Oregon State Highway Contract No. 4236. Also enclosed you will find original and one copy of the consent to this Assignment executed by General Casualty Company of America.

Will you kindly acknowledge receipt on the enclosed copy of this letter.

Very truly yours,

James D. Cline

James D. Cline
Assistant Manager

pjp
Encs.

RECEIVED
OCT 1 1954
OREGON
STATE HIGHWAY COMMISSION

ACKNOWLEDGED
H. B. GLAISYER

September 21, 1954

Mr. B. A. McPhillips
Assistant Manager
McMinnville Branch
The U.S. National Bank of
Portland, Oregon
McMinnville, Oregon

Dear Mr. McPhillips:

This note is to confirm the information given you over the telephone a few moments ago regarding the proposed assignment by contractor Johnson and Amens of monies due them from the State in connection with State Highway Contract No. 4236 for construction of the Baker Creek and Panther Creek Bridges on Carlton-McMinnville and Baker Creek Roads, Yamhill County.

There has just been handed to me by our Accounting Division your letter of September 20 and the assignment of claim transmitted therewith. The assignment in the form submitted does not meet the Highway Commission's requirements. Accordingly I have rewritten the assignment and enclose five copies of the same for execution by Johnson and Amens before two witnesses. Please return to me the original and one copy, both signed, and we will honor such an assignment if it is consented to in writing by the General Casualty Company of America which appears as surety on the bond furnished by Johnson and Amens in connection with this job, but we cannot honor it unless we have such consent which, I believe, you have arranged for.

Estimate No. 1 is now due and payable to Johnson and Amens. The voucher has already been presented to the Secretary of State, and we anticipate receiving a warrant tomorrow or the next day. This warrant will be made payable to Johnson and Amens and is not assigned. The amount thereof is $9,391.51. Future warrants will be made payable to Johnson and Amens, assigned to the McMinnville Branch of the United States National Bank of Portland, Oregon if the enclosed forms are returned with consent of the surety before the vouchers are presented to the Secretary of State to issue warrants.

The mailing of the warrants direct to Johnson and Amens I understood you to say over the telephone meets with your approval.

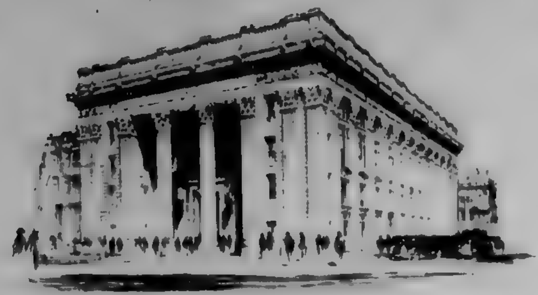
Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

Encls.

cc: Accounting Division (2)



McMINNVILLE BRANCH

THE UNITED STATES NATIONAL BANK

OF PORTLAND, OREGON

Form A-204—1M—9-51

STATE OF OREGON—HIGHWAY DEPARTMENT

ASSIGNMENT OF CLAIM

FOR THE CONSIDERATION OF One Dollar and no/100 - - - - - -& other valuable consideratio

($ 1.00) Dollars, to us paid, we hereby sell, assign and transfer the within claim for State Highway Contract 4236

to Mc Minnville Branch, U. S. National Bank of Portland and authorize and empower said McMinnville Branch, U. S. National Bank of Portland to act as agent for us and in our name, place and stead, to verify said claim and to sign, receipt for and receive any warrant which may hereafter be drawn on the Treasurer of the State of Oregon or the various counties within said State of Oregon in payment of said claim, and to indorse said warrant for payment by said Treasurer; provided, however, that nothing herein shall in any manner supersede or defeat the state's prior and superior claim and interest in and to said funds, and provided further that this assignment is subject to all of the provisions of Section 100-119, O. C. L. A., and, if the same is honored, either in whole or in part, by the State Highway Department, such action by the Department shall be controlled at all times by the terms of said statute, not only with respect to payments made but likewise with respect to future payments.

Witness my hand this 18th day of September, 19 54.

Executed in the presence of us as witnesses:

James D. Cline

Peggy Pilcher

State Printing 52037

JOHNSON & AMENS

By

By R B Johnson

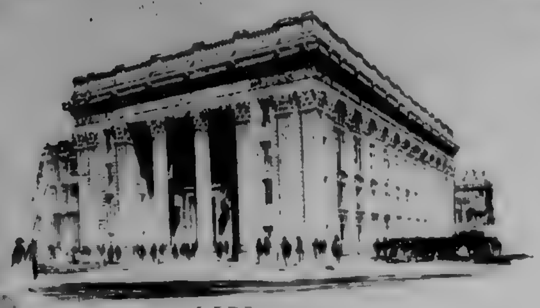
B. A. McPhillips
Assistant Manager

Est. 1 #9341

pjp
Encs.

✓ 19[illegible]

[illegible] - 1845.50



HEAD OFFICE

McMINNVILLE BRANCH

THE UNITED STATES NATIONAL BANK

OF PORTLAND, OREGON

McMINNVILLE, OREGON

September 20, 1954

Accounting Department
Oregon State Highway Commission
Salem, Oregon

Gentlemen:

We are enclosing herewith Assignment of Claim under Oregon State Highway Department Contract No. 4236 executed by Johnson and Amens for processing and payment.

Kindly acknowledge receipt on the enclosed copy of this letter.

Very truly yours,

Est. 1 $9391 51

B. A. McPhillips
Assistant Manager

pjp
Encs.

✓ [illegible]

[illegible] [illegible].50

September 15, 1954

General Casualty Company of America
Lincoln Building
Portland, Oregon

NOTED
H. B. GLAISYER

Attention: Mr. Hal Burnett

Gentlemen:

Following conversations of this morning with Mr. Briedwell and Mr. Carey we have attached to this letter six copies of an "Assignment of Claim" form which we have been requested to send to you for execution by Johnson and Amens assigning payments to the U. S. Bank of Portland, McMinnville Branch, from State Highway Contract 4236 for construction of the Baker Creek and Panther Creek Bridges on the Carlton-McMinnville and Baker Creek Roads in Yamhill County.

In my conversation with Mr. Briedwell this morning I advised him that before we could honor an assignment of payments due on Contract 4236 it would be necessary to have the written consent of the surety in this office. It is my understanding that the assignment forms are being sent to your office for execution; if this is true, please return the original and two fully executed copies to this office. Be sure the signatures have been properly witnessed by two persons as indicated on the form.

Respectfully yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By
Floyd Query, Assistant Secretary

FQ:jmc
Encls.

cc: Mr. Lyle Briedwell
U. S. Bank of Portland
McMinnville Branch
McMinnville, Oregon

Gordon Carey Insurance Agency
334 Third Street
McMinnville, Oregon

RECEIVED
AUG 1 6 1954
FOR FILING

S-95 (2)
S-228 (2)
[illegible]

August 13, 1954

Johnson & Amens
Box 271
McMinnville
Oregon

Gentlemen:

We enclose herewith for your files a fully executed copy of contract No. 4236, which was awarded to you on July 26 by the State Highway Commission, for construction of Baker Creek and Panther Creek Bridges on the Carlton-McMinnville and Baker Creek Roads in Yamhill County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By
Floyd Query, Assistant Secretary

gl
encl.

RECEIVED
AUG [illegible] 1954
FOR FILING
[illegible]
4236

AGENDA
AUG 9 1954
3[illegible]

July 2[illegible], 1954

Johnson & A[illegible]eas
P. O. Box 271
McMinnville, Oregon

Gentlemen:

The State Highway Commission on June 23, 1954 accepted your proposal for construction of the Baker Creek and Panther Creek Bridges in Yamhill County for the sum of $62,700.00 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 4236.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

jmc

cc: R. G. Savage (SIAC)
H. C. Smith
S. H. Probert
G. S. Paxson
Goldie Lewis

E. R.

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$
S
E

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206 10-51

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHIP RADIOGRAM	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

July 26, 1954
11:00 a. m.

Johnson and Amens
McMinnville, Oregon

Contract for construction of Baker and Panther Creek Bridges, Yamhill County, for which you submitted low bid on June 23, 1954 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

CC: Accounting (5003-900)
Files ✓
C. W. Head

John F. Hagemann
John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM

cc: G. S. Paxson
S. H. Probert

REFERRED TO
Paxson
State Highway Engineer

Mr. Paxson has
a copy (has been
notified of Mr. Baldock's
ok)

RECEIVED
1954

FOR FILING

FORM E-30 E-31

S-95 (2)
S-288 (2)
4236

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 26, 1954

SUBJECT:

To: Mr. W. C. Williams
OFFICE

NOTE - W. C. WILLIAMS

We have received this date an advance deposit of $14,100 together with a letter certifying that all right of way has been obtained in connection with the Panther and Baker Creek bridges in Yamhill County on FAS 111 and 112. This project is now clear for award of a contract.

John F. Hagemann
John F. Hagemann
Asst. Engr., County and City Relations

JFH:MM

cc: G. S. Paxson
S. H. Probert

REFERRED TO
Paxson
To State Highway Engineer

Mr. Paxson has a copy (has been notified of Mr. Baldock's ok)

RECEIVED
FOR FILING

5-9-(2)
5-188(2)
4236

Salem, Oregon
June 29, 1954

Mr. John W. Cattrall
City & County Relations Dept.
Office

Attached for further handling are four certified copies of a Maintenance Agreement and one conformed copy of a Finance Agreement with Yamhill County covering the Baker and Panther Creek bridges county FAS project in Yamhill County.

The original of each of the above agreements has been retained in this office for the Commission's files and one fully executed copy each has been sent to the County Court of Yamhill County.

Very truly yours

Secretary

rn
Enc. 5

REFERRED TO [illegible]
BY SECRETARY

to file

FORM E-30 25M 9-51 82315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 14, 1954

SUBJECT: FAS 111, Yamhill County

To: Mr. W. C. Williams
OFFICE

REFERRED TO
Glaisyer
BY DEPUTY STATE HIGHWAY ENGINEER

Attached are three copies of a finance agreement covering the Baker and Panther Creek bridges county FAS project in Yamhill County. Two copies of the agreement have been executed by the proper county officials and are now ready for presentation to the Highway Commission. Both copies require your signature of approval.

Also attached are six copies of a maintenance agreement covering the Baker and Panther Creek bridges project. After signature by the Highway Commission, please return four either certified true or fully executed copies to this office for transmittal to the B.P.R.

The Baker and Panther Creek bridges project was approved by the Highway Commission on December 10, 1953.

John W. Cattrall
Engineer, County and City Relations

By

John D. Graham
Office Engineer

RECEIVED
JUN 15 1954
Office of
STATE HIGHWAY ENGINEER

JDG:MM
Att.

AUTHORIZED BY HIGHWAY COMMISSION
DATE December 10, 1953
Secretary

RECEIVED
JUL 1 - 1954
FOR FILING

S-9 [illegible]
S-288(1)
[illegible]

S-9[illegible]
S 288(2)

Salem, Oregon
June 29, 1954

Finance 54
Maintenance 196

Mr. John W. Cattrall
City & County Relations Dept.
Office

Attached for further handling are four certified copies of a Maintenance Agreement and a conformed copy of a Finance Agreement with Yamhill County covering the Baker Creek Bridge county FAS project in Yamhill County.

The original of each of the above agreements has been retained in this office for the Commission's files and one fully executed copy each has been sent to the County Court of Yamhill County.

Very truly yours

Secretary

rn
Attach: 5

REFERRED TO [illegible]
BY SECRETARY

To file

FORM E-30 25M 9-51 52215

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 14, 1954

SUBJECT: FAS 112, Yamhill County

To: Mr. W. C. Williams
OFFICE

REFERRED TO
Glaisyer
BY DEPUTY STATE HIGHWAY ENGINEER

Attached are three copies of a finance agreement covering the Baker Creek Bridge county FAS project in Yamhill County. Two copies of the agreement have been executed by the proper county officials and are now ready for presentation to the Highway Commission. Both copies require your signature of approval.

Also attached are six copies of a maintenance agreement covering the Baker Creek Bridge project. After signature by the Highway Commission, please return four either certified true or fully executed copies to this office for transmittal to the B.P.R.

The Baker Creek Bridge project was approved by the Highway Commission on December 10, 1953.

John W. Cattrall
Engineer, County and City Relations

By

John D. Graham
Office Engineer

JDG:MM
Att.

AUTHORIZED BY HIGHWAY COMMISSION
DATE December 10, 1953

RECEIVED
JUN 15 1954
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 30 1954
FOR FILING

S-75(2)
S-288(2)
1936

S-75(2)
S-288(2)

June 29, 1954

County Court of Yamhill County
Court House
McMinnville, Oregon

Gentlemen:

We are enclosing herewith for the records and files of Yamhill County one fully executed copy each of a Maintenance Agreement and Finance Agreement between the State Highway Commission and Yamhill County covering the Baker Creek Bridge county FAS project in Yamhill County; also one executed copy each of a Maintenance and Finance Agreement covering the Baker and Panther Creek bridges county FAS project in Yamhill County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 4

June 29, 1954

County Court of Yamhill County
Court House
McMinnville, Oregon

Gentlemen:

We are enclosing herewith for the records and files of Yamhill County one fully executed copy each of a Maintenance Agreement and Finance Agreement between the State Highway Commission and Yamhill County covering the Baker Creek Bridge county FAS project in Yamhill County; also one executed copy each of a Maintenance and Finance Agreement covering the Baker and Panther Creek bridges county FAS project in Yamhill County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 4

RECEIVED
JUN 25 1954
FOR FILING

[illegible]-95(2)
[illegible]-28x(3)
[illegible]

[illegible](2)
[illegible]585(3)

June [illegible], 1954

Johnson and [illegible]
P. O. Box [illegible]
McMinnville, Oregon

Gentlemen:

The State Highway Commission on June [illegible], 1954 accepted your bid in the amount of $[illegible] for construction of the Baker Creek and [illegible] Creek Bridges in Yamhill County, which was the low bid received for that job. The Commission referred the bid to the engineer with authority to award the contract to you as soon as certain conditions have been satisfied.

I enclose for your immediate information a copy of the proposal form pertaining to this job for use by you pending receipt of the contract and bond forms. Your attention is particularly called to the paragraphs on page 5 under the heading "Restriction on Commencement of Work".

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

ehr

cc S. H. Probert
H. G. Smith
G. S. Paxson
R. G. Savage, Bl-C

Enclosure

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

June 8, 1954

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved P. S. and E. documents for Oregon Project S-288(2), Baker Creek Bridge on the Baker Creek Road in Yamhill County. This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending notification that all rights of way or rights of entry have been acquired.

Please submit the usual copies of encroachment and maintenance resolutions prior to project agreement estimate submissions.

Very truly yours,

C. G. Polk

C. G. POLK
District Engineer

RECEIVED
JUN 16 1954
OREGON
STATE HIGHWAY COMMISSION

OREGON DISTRICT

5 1561

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

June 8, 1954

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project S-95(2), Baker Creek and Panther Creek Bridges on the Carlton-McMinnville Road in Yamhill County. This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending notification that all rights of way or rights of entry have been acquired.

Please furnish the usual copies of maintenance agreement and encroachment resolution to cover this project.

Very truly yours,

Polk
C. G. POLK
District Engineer

RECEIVED
JUN 16 1954
STATE

EIVED
APR 23 1954
FOR FILING

5-1(1)
5-1(2)
4236

48 -54

Cross Referenced To:

April 8, 1954

Mr. George S. Zimmerman, Chairman
Road Commission
Yamhill Chamber of Commerce
Yamhill, Oregon

Dear Mr. Zimmerman:

Reference is made to your letter of February 26, 1954 concerning an alternate route for the Tualatin Valley Highway between McMinnville and Yamhill, with particular reference to two bridges on Market Road No. 21, one across Baker Creek and the other across Panther Creek. In your letter, you mention that the Yamhill Chamber of Commerce favors Market Road No. 21 as a permanent route for this highway, and you urge that the alignment and design of the two bridges mentioned above be made to conform to standard highway construction.

Your letter had the attention of the State Highway Commission at its meeting last week. In the discussion of the same, the State Highway Engineer advised that the two bridges to which you refer were designed by the Bridge Engineer of the state highway department, and are of standard design both as to width and to structural capacity. He further advised that no study has ever been made of Market Road No. 21 as an alternate route for the state highway, and he gave as his feeling that the expense of investigating such route at the present time is not justified. The Commission accepted the report and instructed me to advise you of its contents.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:mm

RECEIVED
FOR FILING

Const
C/W
Tualatin Valley Hwy

March 9, 1934

Oregon State Highway Commission

Gentlemen:

The Secretary furnished to you, with his letter under date of March 1, a copy of a letter from George Zimmerman, Chairman of the Road Commission of the Yamhill Chamber of Commerce, having reference to construction of bridges across Baker Creek and Panther Creek on the Yamhill Federal-aid County Road. In this letter he requests that the alignment and design of these bridges be in conformity with standard highway construction. These bridges are designed by the Bridge Engineer of the Highway Department and are of standard design, both as to width and structural capacity.

As to his recommending the county road as ultimate replacement of the Tualatin Valley Highway, I rather question this matter, but as we have never made any survey, et cetera, of the county road, there is no report I can give you at the present time. Neither do I believe that a survey or study of this proposed ultimate route is justified at this time inasmuch as there are no plans for the improvement at this intersection.

This matter will be on the next agenda.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. G. S. Paxson
Mr. J. W. Cattrall

WCW:me fp

QUALITY FEEDS

PHONE 822

GEO. S. ZIMMERMAN
FEEDS, SEEDS, GRAIN and HAY
YAMHILL, OREGON

February 26, 1954

Oregon State Highway Commission
Salem, Oregon

Ref: Alternate route between
McMinnville & Yamhill.

Gentlemen:

Thru the press we have learned that the state highway commission in cooperation with Yamhill County are going to build 2 bridges on Market road No 21 extended North from McMinnville, one bridge accross Baker Creek and One bridge accross Panther creek.

These bridges are on the alternate route advocated by the Yamhill Chamber of Commerce in our letters to highway commission in 1946 and 1947. For reference refer to our letters of Nov. 20, 1946 and March 10, 1947, and your answer dated, Dec. 1, 1946, Feb. 28, 1947, March 17, 1947 and April 15, 1947 and an estimate prepared by your Mr. Cutler on Jan 21, 1947.

This letter is not to ask for any favors at this time, but we feel that the alignment and design of these 2 bridges should confirm to standard highway construction.

The following are the [illegible] of this route which some day will [illegible] recognition as an alternate route between McMinnville & Yamhill.

1. It is over 1 mile [illegible].
2. [illegible], [illegible].
3. Better [illegible], [illegible].
4. [illegible] this route.
   [illegible].
5. [illegible].
6. Eliminate [illegible]
   [illegible].
7. Eliminate [illegible].

We are keenly interested in all highway developments which may effect the welfare of our county.

Sincerely yours,

George S Zimmerman

Chairman Road Commission
Yamhill Chamber of Commerce

GSZ:w[illegible]

RECEIVED
MAR 1 1954
OREGON
STATE HIGHWAY COMMISSION

ACKNOWLEDGED
H. B. GLAISYER

3-1050 Port. Salem Ex. & Wilsonville 1954
Hubbard Hwy. Illumination
4237

RECEIVED
AUG 2[illegible] 1955
FOR FILING

FORM E-123 80M REVISED 2-52

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

August 22, 1955

George L. Kochat & Son
4557 N. Williams Ave.
Portland, Oregon

Gentlemen:

The State Highway Commission at its meeting held on August 11 had under discussion your request for an extension of time from May 28 to June 6, 1955 within which to complete your contract No. 4237, for illumination installation on the Barbur Blvd.-White School Section of the Portland-Salem Expressway and the Wilsonville-Hubbard Highway in Clackamas, Marion, Multnomah and Washington Counties.

We are pleased to inform you that the State Highway Commission granted your request without penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: A. O. Moulton,
Division Engineer

Marshall Dresser,
Resident Engineer

P. M. Stephenson,
Bridge Engineer

RECEIVED
JUL 26 1955
FOR FILING

July 21, 1955

Request for extension of time
No. 6
August 11 and 12 meeting.

Oregon State Highway Commission

Gentlemen:

Re: Barbur Boulevard-White School Section
Illumination Installation
Contract No. 4237

George E. Rochat & Son, contractors on the illumination installation on Barbur Boulevard-White School Section of the Portland-Salem Expressway, have requested a second extension of time from May 31, 1955, to the date the work was actually completed, June 6, 1955.

All the work was completed and the illumination installation in operation on February 15 with the exception of painting the light poles. This work could not be done because of inclement weather.

It is recommended that this extension be granted without penalty. This is a State job and does not require the concurrence of the Bureau of Public Roads.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attachment

PMB:aa

RECEIVED
AUG 23 1955

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
July 5, 1955

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
4237	6-Final	George L. Rochat & Son	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
12872	R-125938	$ 2,999.80	7/1/55

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: Oct. 31, 1954

Time Extensions: to June 6, 1955 without penalty

Completion Date: June 6, 1955

Date Accepted: Aug. 11, 1955

Penalties: None of record

Claims: Claim filed by Line Construction Co., of which Surety has been notified

Remarks:

Date: 8-16-55

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed:

Ruth Rawlings

NOTED ON CARD

RECEIVED
JUN 21 1955
FOR FILING

2-1050
[illegible]

June 21, 1955

CERTIFIED MAIL

Hansen & Rowland, Inc.
1300 Puget Sound Bank Bldg.
Tacoma, Washington

Gentlemen:

State Highway Contract No. 4237 for illumination installation on the Barbur Blvd.-White School Section of the Portland-Salem Expressway and Wilsonville-Hubbard Highways in Clackamas,Marion,Multnomah and Washington Counties was completed by the contractor, George L. Rochat & Son, on June 6, 1955 but has not as yet been accepted by the Highway Commission..

Final payment in the amount of $2,999.80 will be released to the contractor after acceptance by the Commission. The total contract amount is $25,670.15 and no force account work was performed on the project.

There is a claim filed against this contract by the Line Construction Co. for equipment rental, material and labor amounting to $1,354.80, of which you have been previously notified.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

el

cc: Seaboard Surety Co.
75 Maiden Lane
New York 38, N. Y.

NOTED ON CARD

RECEIVED
MAY 17 1955
FOR FILING

[illegible]
4237

May 16, 1955

Mr. Elwyn A. Wride
Resident Agent
Seabord Surety Company
4950 S. W. Barbur Blvd.
Portland, Oregon

Dear Elwyn:

Thanks a lot for your letter of May 13, 1955 advising me of the status of contracts awarded to George L. Rochat & Son for illumination on the Salem Bypass and the Salem Expressway, Contracts 4251 and 4237.

In the postscript of your letter you ask to be advised of the amount of retainage on Contract 4251, Salem ByPass. I have checked with our Accounting Division and find that the amount of the retainage shown on the last estimate that was paid is $975.00; however, the final estimate on this job is now being processed and the amount there of will be $3,013.18. This included the $975.00 mentioned above.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

ELWY WRIDE

4950 S. W. Barbour Boulevard BRoadway 1891

Portland, Oregon

Casualty Insuance - Surety Bonds

May 13, 1955

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. B. Glaisyer, Secretary.

Re: Contract # 4251 - Salem by-pass - Pacific Highway Illumination
Contract # 4237 - Salem Expressway - Illumination
George L. Rochat & Son.

Dear Herb:

The writer discussed the status of the above contracts with you Wednesday last when in Salem and the information you had in your files at that time was that the first captioned contract had been extended to May 30th, next and should have been completed by October 30th, last and the second captioned contract was 99% completed.

Since that time I have discussed this matter with the contractor who advised me that they had completed contract #4251 and their final estimate went thru to you this week. They further advised me that with the favorable weather recently prevailing, they will also have contract # 4237 fully completed by May 30th, next.

This is for your information and file.

Very truly yours.

/s/ Elwyn A. Wride - Agent
Elwyn A. Wride - Agent

EAW:ww.

P.S. Will you be kind enough to advise the amount of the retainage on contract # 4251. Thanks.

/ RECEIVED
MAY 16 1955
FOR FILING

3 [illegible]
4 [illegible]

May 13, 1955

Massachusetts Bonding and Insurance Company
Lumbermen's Building
Portland, Oregon

Attention: Mr. Joseph F. Lambe, Jr.
Manager

Gentlemen:

This is in reply to your letter of May 12 concerning the amount of money that the State Highway Department owed to Rochat Electric Co. as of December 31, 1954.

Rochat Electric Co. held two contracts with the State Highway Department, one for illumination of the Salem By-pass, No. 4251, and the other for illumination on the Barbur Boulevard-White School Section of the Portland-Salem Expressway, No. 4237. Contract No. 4251 was completed May 9, 1955. The other contract has not been completed although the completion date has been extended to May 28, 1955.

On Contract No. 4251, our records show that as of November 10 an estimate was submitted showing that the contractor was paid $1,170. However, this payment was undoubtedly received by the contractor prior to December 31. The next estimate on this contract is dated February 10, 1955. Our records do not show how much work was performed between November 10 and December 31, 1954. Apparently the amount must have been small or an estimate would have been prepared.

Contract No. 4237 shows that the contractor on December 21, 1954 was mailed a check in the amount of $8,232.25. The retained percentage as of December 5, 1954 was $1,899.75. On January 5, 1955, an estimate was paid to the contractor in the amount of $2,533, and the retained percentage as of January 5 was the same amount as for December 5.

The figures that we have shown do not coincide with the $16,420.25 as stated in your letter as being payable on December 31, 1954. We do not know the reason for this discrepancy unless the contractor may have purchased materials which do not show in the estimates.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp

MASSACHUSETTS BONDING AND INSURANCE COMPANY
HOME OFFICE, BOSTON 9, MASSACHUSETTS

SERVICE OFFICE
JOSEPH F. LAMBE, JR., MANAGER
LUMBERMEN'S BUILDING
TELEPHONE: BROADWAY 2526

PORTLAND, OREGON

4237
4251

May 12, 1955

State of Oregon
State Highway Department
Salem, Oregon

Re: Rochat Electric Co.
4636 N. Williams Ave.,
Portland, Oregon

Gentlemen:

As surety for the above concern we were furnished a financial statement dated December 31, 1954 which indicated that as of said date there was owed to the Rochat Electric Co. by the State of Oregon the amount of $16,420.25 as a result of a completed contract #4251 for work performed at the Salem By-Pass. I wonder if it would be possible for you to confirm that this amount was owed as of December 31st and whether or not it has been paid as agreed. I understand that it was due in January of 1955.

Job closed
10-[illegible]

We would certainly appreciate your helping us out in this matter and for your convenience in replying I am enclosing a self addressed stamped envelope.

Nov. 10.1954 est paid 1170.00
ret. 130.00

Feb. 10 55 pd 9555.00
ret. 145.00

Very truly yours,

J F Lambe Jr

J. F. Lambe, Jr.,
Manager

REFERRED TO
BY SECRETARY

JFL:bh

total pd

RECEIVED
MAY 13 1955
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 19 1955
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

April 19, 1955

George L. Kochat & Son
4557 N. Williams Ave.
Portland, Oregon

Gentlemen:

The State Highway Commission at its meeting held on April 13 had under discussion your request for an extension of time, from February 28 to May 28, 1955, within which to complete your contract No. 4237, for illumination installation on the Barbur Blvd.-White School Section of the Portland-Salem Expressway and Wilsonville-Hubbard Highway in Clackamas, Marion, Multnomah and Washington Counties.

We are pleased to inform you that the State Highway Commission granted your request without penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: A. G. Skelton,
Division Engineer

Marshall Dresser,
Resident Engineer

P. M. Stephenson,
Bridge Engineer

RECEIVED
APR 6 1955
FOR FILING

April 4, 1955

Request for extension of time
No. 3
Oregon State Highway Commission April 13 and 14 meeting.

Gentlemen:

Re: Barbur Boulevard-White School
Section Illumination Installation
Contract No. 4237

George L. Bochet & Son, contractor on the illumination installation on the Barbur Boulevard-White School Section of the Portland-Salem Expressway, has requested a third extension of time from February 28, 1955, to May 26, 1955, in which to complete the contract.

This job is complete with the exception of painting the steel light poles which cannot be done until the arrival of suitable weather. All of the illumination has been installed and is in operation.

As there is no inconvenience to the traveling public and the State will not incur additional engineering expenses due to this extension, it is recommended that this third extension be granted without penalty. This is a State project and does not require the concurrence of the Bureau of Public Roads.

Very truly yours,

R. H. Baldock
State Highway Engineer

PMS/ds

Attached

RECEIVED
FEB 3 1955
FOR FILING

FORM E-125 REVISED

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

February 1, 1955

George L. Hochat & Son
4557 N. Williams Ave.
Portland, Oregon

Gentlemen:

The State Highway Commission at its meeting held on January 18 had under discussion your request for an extension of time from November 30, 1954 to February 28, 1955 within which to complete your contract No. 4237, for illumination installation on the Barbur Blvd.-White School Section of the Portland-Salem Expressway and Wilsonville-Hubbard Highway in Clackamas, Marion, Multnomah and Washington Counties.

We are pleased to inform you that the State Highway Commission granted your request without penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: A. G. Skelton
Division Engineer

Marshall Dresser,
Resident Engineer

G. S. Paxson,
Assistant State Highway Engineer

PAUL T. BAILEY
SIDNEY I. LEZAK
DON B. SWINK

CAPITOL 1319

BAILEY AND LEZAK
ATTORNEYS AT LAW
1130 S. W. 3RD AVE.
MADISON BUILDING
PORTLAND 4, OREGON

FOR FIL

3-1050

[illegible]

January 3, 1954

Hansen and Rowland, Inc., Agent
Seaboard Surety Company
1300 Puget Sound Bank Building
Tacoma, Washington

NOTED

Re: George L. Rochat & Son

Gentlemen:

A copy of the letter addressed to you on December 21, 1954, from H. B. Glaisyer, Secretary of the Oregon State Highway Department, has been turned over to our office for consideration.

NOTED
FLOYD QUERY

We note from the contents of the letter that Line Construction Company of Tigard, Oregon, has made a claim against our client, George L. Rochat and Son, for the amount of $1,354.80 for equipment rental, material and labor furnished to our client on contract No. 4237. Please be advised that we are of the opinion that the Line Construction Company's claim is inappropriate on two counts: (1) That the claimed amount is in excess of the agreed contract price, and (2) we are informed by our client that at no time prior to the receipt of the letter of December 21 had any form of claim been made to George L. Rochat and Son by the Line Construction Company. We are, therefore, of the opinion that until claim is made upon George L. Rochat and Son and said claim is in the amount of the agreed contract price, a notice of claim is not to be submitted to the Oregon State Highway Department.

Yours very truly,

BAILEY AND LEZAK

By
Paul T. Bailey

PTB:mts
cc: Line Construction Company
George L. Rochat and Son
Oregon State Highway Department

RECEIVED
JAN 4 1955
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC [illegible]
FOR FILING

3-1650
4237

[illegible]

December 21, 1954

Hansen and Rowland, Inc., Agent
Seaboard Surety Company
1300 Puget Sound Bank Building
Tacoma, Washington

Gentlemen:

We have received a statement of claim from the Line Construction Company of Tigard, Oregon, in the amount of $1,354.80 against George L. Rochat and Son for equipment rental, material and labor furnished to Mr. Rochat on our Contract No. 4237 for illumination installation on the Barbur Boulevard-[illegible] School Section of the Portland-Salem Expressway and Wilsonville-Hubbard Highway.

This information is provided as your company appears as surety on the performance bond furnished with the contract mentioned.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdm 12/20

cc - Seaboard Surety Company
75 Maiden Lane
New York 7, New York

George L. Rochat & Son
4597 North Williams Avenue
Portland, Oregon

NOTED [illegible]

RECEIVED
DEC
FOR FILING

3-105A
4237

December 21, 1954

Line Construction Company
Tigard, Oregon

Attention: Mr. G. L. Germeyer

Gentlemen:

This letter is to acknowledge receipt of the claim you left in this office last Friday in the amount of $1,354.80 against George L. Rochat and Son on State Highway Contract No. 4237 for illumination installation on the Barbur Boulevard-White School Section of the Portland-Salem Expressway and the Wilsonville-Hubbard Highway in Clackamas, Marion, Multnomah and Washington counties. The contract has not yet been completed and we do not have any accurate indication as to when it will be.

The Seabord Surety Company through their agent, Elwyn A. Wride, 4950 S. W. Barbur Boulevard, Portland, furnished the performance bond for this contract, which bond is given to assure completion of the project and payment of all bills incurred in it. If you are not successful in securing payment directly from the contractor, it is suggested that you file your claim with the surety.

If you feel that it is necessary to protect your claim against the bond for a period longer than six months following completion of the contract and acceptance by the Commission, it is also suggested that you file your claim with the Secretary of State. Attached are excerpts from the Oregon Law outlining the necessary procedure for such a filing. In the meantime, your claim will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mdm 12/20
Attach.

NOTED ON CARD

ine Construction Compa
G. L. Germeyer
GENERAL CONTRACTING
TIGARD, OREGON
Phone CHerry 3812

Oct. 11, 1954 194

George Rochet & Son
4557 N. Williams Ave.
Portland Oregon

4237

	Hole digger 2½ days @ 90^{00}	225	00
	Powder & Caps	31	00
2	Laborers 10 days @ 16^{80} ea	336	00
1	" 11 " @ 16^{80}	184	80
1	Powder man 9½ D 19^{20}	182	40
	Supervision & use of Pick up 20^{00} D	220	00
	25% of Labor	175	60
	Total	$ 1354	80

by this delay. It is recommended that this second extension be granted without penalty. This is a State project and does not require the concurrence of the Bureau of Public Roads.

Very truly yours,

R. H. Baldock
State Highway Engineer

PMB/de
Attached

RECEIVED
DEC 22 1954
FOR FILING

3-1250
4237

December 20, 1954

Oregon State Highway Commission

Request for extension of time
No. 6
January 18 and 19 meeting.

Gentlemen:

Re: Barbur Blvd.-White School
Illumination Installation
Contract No. 4237

George L. [illegible] & Son, contractor on the Barbur Boulevard-White School Illumination Installation, has requested a second extension of time from November 30, 1954, to February 28, 1955, in which to complete the contract.

Nonarrival of the direct burial cables and other equipment delayed the work on this contract. This delay has caused some of the work to be done during inclement weather, causing further delay.

The contractor has been very cooperative and, considering his difficulties, has made excellent progress.

There will be no additional engineering cost to the State by this delay. It is recommended that this second extension be granted without penalty. This is a State project and does not require the concurrence of the Bureau of Public Roads.

Very truly yours,

R. H. Baldock
State Highway Engineer

FMB/ds
Attached

RECEIVED
NOV 15 1954
FOR FILING

3-1150
4237

November 9, 1954

George L. Rochat & Son
4557 N. Williams Ave.
Portland, Oregon

Gentlemen:

The State Highway Commission at its meeting held on October 28, 1954 had under discussion your request for an extension of time, from October 31, 1954 to November 30, 1954, within which to complete your contract No. 4237, covering Barbur Blvd.-White School Section Illumination on the Portland-Salem Expressway and Wilsonville-Hubbard Highways in four counties.

We are pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

H. B. Glaisyer, Secretary
[illegible] STATE HIGHWAY COMMISSION

By
Floyd Query, Assistant Secretary

gl

cc- J. D. Walker,
Division Engineer

Marshall Dresser,
Resident Engineer

G. S. Paxson,
Ass't. State Highway Engineer

RECEIVED

FOR FILING

3-1050

4237

SEABOARD SURETY COMPANY
HOME OFFICE—NEW YORK, N.Y.

CASUALTY INSURANCE — SURETY BONDS

ELWYN A. WRIDE
General Insurance and Surety Bonds

4950 S. W. Barbour Boulevard
Portland, Oregon
BRoadway 1891

October 23rd, 1954

by telephone 10:00 AM Oct 25

ANSWERED
H. B. GLAISYER

State Highway Commission
State Of Oregon
Salem, Oregon.

Attention: Mr H. B. Glaisyer, Secretary.

Re: George L. Rochat & Son. - State of Oregon
Illumination installation, Contract No. 4237.
Portland Salem Expressway.
George L. Rochat & Son. - State of Oregon
Illumination, Pacific Highway, Salem By-pass.
Contract No. 4251

Dear Herb:

The captioned contractor has submitted their application for an extension of time on the above contracts and on October 12th, last, the surety, "Seaboard Surety Company thru their general agents, Hansen & Rowland Inc, forwarded to you at my request originals and four copies of these applications.

Mr. William Rochat stated to me today that the engineer on the Portland Salem Expressway job called his attention the fact that he had not received the application for this extension of time. No mention was made as to the Salem By-pass job but I presume the same will apply to that job.

Will you be kind enough to check your files on these contracts and call me as early as convenient, Monday next, October 25th, and advise just what disposition has been made in this matter so that I in turn can satisfy the contractor.

Thanking you, and with kindest regards,

Very truly yours,

Elwyn A Wride

Elwyn A. Wride

EAW.ww.

RECEIVED
OCT 25 1954
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 21 1954
FOR FILING

3-1050
4237

October 20, 1954

Request for extension of time
No. 22
October 28 and 29 meeting.

Oregon State Highway Commission

Gentlemen:

Re: Barbur Blvd.-White School
Illumination Installation
Contract No. 4237

George L. Kochat & Son, contractor on the Barbur Boulevard-White School illumination installation, has requested an extension of time from October 31, 1954, to November 30, 1954, in which to complete the contract.

Nonarrival of the direct burial cables, which required a factory shipment, has delayed the work on this contract. The contractor has been very cooperative and made excellent progress with the exception of the installation of the above-mentioned material.

There will be no additional engineering cost to the State by this delay. It is recommended that this extension of time be granted without penalty. This is a State project and does not require the concurrence of the Bureau of Public Roads.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

FMS/ds

Attached

RECEIVED
OCT 4 - 1954
FOR FILING

3-[illegible]
[illegible]

September 30, 1954

George L. Rochat & Son
4557 North Williams Avenue
Portland
Oregon

Gentlemen:

We enclose herewith a fully executed copy of Contract No. 4237, which was awarded to you August 9, 1954 by the State Highway Commission, covering illumination installation on the Barbur Boulevard-White School Section of the Portland-Salem Expressway and Wilsonville-Hubbard Highways in Clackamas, Marion, Multnomah and Washington Counties. This copy is for your files.

A copy of this contract is also being sent to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

do

RECEIVED
AUG 16 1954
FOR FILING

3-1[illegible]
4237

August 11, 1954

George L. Rochat & Son
4557 N. Williams Avenue
Portland, Oregon

Gentlemen:

The State Highway Commission on August 9, 1954 awarded to you State Highway Contract No. 4237 for Portland-Salem Expressway and Wilsonville-Hubbard Highway Illumination in Clackamas, Marion, Multnomah and Washington Counties. This award was based on your bid of $25,330 which was the low bid submitted to the Commission on that day for this project.

Contract forms will be sent to you for execution within the next few days.

Yours very truly,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By
Lloyd Query, Assistant Secretary

mm
cc: H. G. Smith
[illegible] H. Probert
[illegible] C. Savage-SIAC

8-1017 Rocky Point-Greggs Creek Guard 1954
Rail Project on the Oregon Coast
4238 Highway

OREGON STATE HIGHWAY DEPARTMENT
(date)
May 22, 1956

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
4238	8-Final	Wold Brothers, Assign: General Casualty	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
10334	R-151208	$ 1,620.19	5/22/56

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: June 30, 1955

Time Extensions: to Feb. 15, 1956

Completion Date: Feb. 1, 1956

Date Accepted: March 1, 1956

Penalties: None of record

Claims: None of record

Remarks:

Date: 5-23-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

By
~~Assistant Secretary~~

Warrant Mailed: [illegible] 23 1956
Ruth Rawlings

NOTED ON CARD

RECEIVED
MAY 9 - 1956
FOR FILING
[illegible]
[illegible]

May 8, 1956

CERTIFIED MAIL

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attention: Mr. O. H. Burnett

Dear Sir:

State Highway Contract No. 4238 for constructing guard rail on the Rocky Point-Greggs Creek Section of the Oregon Coast Highway in Curry County was completed by the contractor, Wold Bros., on February 1 and was formally accepted by the Highway Commission on March 1, 1956.

Final payment in the amount of $1,620.19 will be released to the contractor, assigned to the General Casualty Company of America, on or after May 18, 1956. The total contract amount is $54,006.22, of which amount $747.10 represents force account items.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

RECEIVED
APR 26 1956
FOR FILING

7-1017
4238

April 25, 1956

CERTIFIED MAIL

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Attention: Mr. G. H. Burnett

Dear Sir:

The State Highway Commission is prepared to release semi-final payment to Wold Bros. on contract No. 4238, for constructing guard rail on the Rocky Point-Greggs Creek Section of the Oregon Coast Highway in Curry County.

This payment, in the amount of $3,989.93, will be released to the contractor, assigned to General Casualty Company of America, on or after May 5, 1956. The retained percentage is $1,620.19.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

JH

RECEIVED
MAR 16 1956
FOR FILING

8-1001
4238

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

March 16, 1956

Wold Bros.
Route 1, Box 238
Bandon, Oregon

Gentlemen:

The State Highway Commission at its meeting held on March 1 had under discussion your request for an extension of time from August 31, 1955 to February 15, 1956 within which to complete your contract No. 4238, for constructing guardrail on the Rocky Point-Greggs Creek Section of the Oregon Coast Highway in Curry County.

We are pleased to inform you that the State Highway Commission granted your request. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Tom Edwards,
Division Engineer

George A. Barnhart,
Resident Engineer

Forrest Cooper,
Construction Engineer

RECEIVED
FEB 24 1956
FOR FILING

8-1617
4238

February 23, 1956

Oregon State Highway Commission

Request for extension of time
No. 7
February 29, March 1 and 2 meeting

Gentlemen:

Herewith a request from Wold Brothers for an extension of time on the Rocky Point-Greggs Creek Guardrail, Contract No. 4238, from August 31, 1955 to February 15, 1956.

Because of the failure of the bridge contractors on this project to get their contracts completed, the guardrail contractor was unable to complete within the required time limit. The overrun has caused no inconvenience nor additional expense, and I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. Forrest Cooper

EP: fn

2017

1-10-55

...ON STATE HIGHWAY DEPARTM...

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending February 4, 1956

Kind of work Guard Rail

Section prefix 8-1017

Contract number 4238

Date of completion June 30, 1955

Estimated date of completion February 15, 1956

Per cent of time elapsed 175.00%

Rocky Point - Greggs Creek

y Oregon Coast

ctor Wold Brothers, 1955

f contract August 8, 1954

work started September 20

ct authorization $65,137.50

sive of Engineering $60,505.50

ated cost of completed project, exclusive of engineering $55,233.50

mated per cent ~~overrun~~ or underrun 9.5%

cent of contract completed, based on total contract price 100%

Date project was completed February 1, 1956

gineering authorization $4,632.00

gineering cost to date $4,496.00, 97.06%

General information covering progress of work by party and by contractor, important development, instructions to contractors, structions from Division Engineers, exchanges in personnel of party, etc.:

Contractor cleaned up balance of job this week.

Final report.

NOTED
L. H. Young

NOTED
C. E. PAULSEN

RECEIVED
FEB 1956
OFFICE OF
CONS...

Signed G. W. Barnhart Res. Eng.

Address Box 551 Gold Beach, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 89712

	GRADING	SURFACING	M[illegible]ANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Feet ~~Miles~~ in project	25,000				
Miles partially completed	24,500				
Miles completed	24,350				
Total estimated quantities (contract)	25,000				
Total quantities corrected to date	24,400				
Estimated quantities moved or placed to date	24,350				
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	3				

Men	2
Supervision	1
Men and trucks under 3 tons	
Men and trucks over 3 tons	
Men and tractors	

Equipment used during week: Shovels ...., Power graders ...., Rollers.........., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	Clear		
Tuesday	Clear		
Wednesday	Clear		
Thursday	Clear		
Friday	Clear		
Saturday	Cloudy		

RECEIVED
OCT 12 1955
FOR FILING

V-1017
4395

Salem, Oregon
October 11, 1955

Mr. Forrest Cooper

I am returning an Order for State Force Work on the Rocky Point-Greggs Creek Section of the Oregon Coast Highway in Curry County. This order calls for the painting of over 24,000 feet of galvanized steel guardrail. Mr. Edwards advises that this is proposed following an expression of disapproval by Mr. Baldock of the appearance of the unpainted rail. The cost of the job has been called to his attention and he feels that we should not at this time go ahead with the painting.

Mr. Baldock has directed, however, that we forego the use of galvanized guardrail on future jobs and stay with the standard rail calling for a rust inhibitor at the fabricating plant followed by two coats of paint in the field.

G. S. Paxson

GSP:gm

cc Mr. W. C. Williams

Attached

NOTED
G. S. PAXSON

Form 67 [illegible]—5M—8-54

OREGON STATE HIGHWAY DEPARTMENT

Order for State Force Work

APPLYING TO CONTRACT PROJECTS

Project Name Rocky Point - Greggs Creek Date October 6, 19 55

Highway Oregon Coast Contract No. 4238 F. A. Project No.

County Curry Prefix 8-1017 Account No. ~~26~~ 263

Description of Work To Be Done:

Paint Galvanized Guard Rail

Location by Station Numbers: 128+00 to 910+00

Not approved

Estimate of Quantities and Costs:

Paint guard rail 24,550 feet at $0.25 - - - - $6,137.50

[illegible]

Explanation:

Painting of guard rail not required in contract.

INSTRUCTIONS

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization	$61,237.50
Present estimate of project cost, including $6,137.50 for work under this order	$64,293.25
Expected [illegible] over-run (amount)	$3,055.75
Expected [illegible] over-run (per cent)	4.99%

Space to right of this line is for use of Salem Office

Submitted by: G. A. Barnhart Resident Engineer

Approval Recommended: G W Edwards Division Engineer

Approval Recommended: L. W. Young Construction—Bridge—Engineer

Approved: Assistant State Highway Engineer

This order does not constitute authority for expenditures until approved by the Assistant State Highway Engineer.

State Printing 75952

RECEIVED
AUG 2[illegible]955
FOR FILING
8-1017
4238

FORM S-120 50M REVISED 3-52

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

August 19 1955

Wold Bros.
Route 1, Box 238
Bandon, Oregon

Gentlemen:

The State Highway Commission at its meeting held on August 11 had under discussion your request for an extension of time, from June 30 to August 31, 1955, within which to complete your contract No. 4238, for constructing guard rail on the Rocky Point-Greggs Creek Section of the Oregon Coast Highway in Curry County.

We are pleased to inform you that the State Highway Commission granted your request without penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Tom Edwards,
Division Engineer

George A. Barnhart,
Resident Engineer

H. G. Smith,
Construction Engineer

RECEIVED
JUL 26 1955
FOR FILING

July 26, 1955

Request for extension of time
No. 2
August 11 and 12 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Wold Bros. for an extension of time on the Rocky Point-Greggs Creek fencing project, Oregon Coast Highway, Contract No. 4238, from June 30, 1955 to August 31, 1955. The paving and shoulders on this section have not been completed, and the Division Engineer has requested that the guardrail not be placed until this work is done.

This delay will insure a much better job, and, since it is at our request, I recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attachment

cc Mr. H. G. Smith

lg

RECEIVED
MAY 19 1955
FOR FILING

8-1017
4[illegible]

[illegible]
B

REFERRED TO Jimmy & Mrs Lamb
BY SECRETARY

note on cards
file in respective contracts

May 18, 1955

General Casualty Company of America
Seattle 5, Washington

Attention: Mr. A. R. Eby, Claims Department

Gentlemen:

Just received is your letter of May 17, transmitting two assignments in duplicate from Wold Bros. to General Casualty Company of America of all monies now due Wold Bros., or which may hereafter become due them from the State of Oregon, for work performed under State Highway Contracts Nos. 4238 and 4303.

The assignments appear to be properly executed, and we will be pleased to honor them. Warrants payable to Wold Bros. in connection with both jobs hereafter will be made payable to Wold Bros., General Casualty Company of America, assignee, and will be forwarded to General Casualty Company of America, 4347 Brooklyn Avenue, Seattle 5, Washington, pursuant to the directions given in your letter.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:mm

cc: C. H. Maison

Mr. Maison:

I attach a duplicate executed copy of each of the assignments mentioned above. I have retained the original of each for the Highway Commission's records and files. They will be inserted in the respective contracts to which they refer.

HBG.

NOTED ON CARD

7

GENERAL CASUALTY COMPANY OF AMERICA

H. K. DENT
CHAIRMAN OF THE BOARD
W. L. CAMPBELL
PRESIDENT

GENERAL CASUALTY COMPANY OF AMERICA

SEATTLE 5

May 17, 1955

Oregon State Highway Department
Salem, Oregon

Attention: H. B. Glaisyer, Secretary

Gentlemen:

File #36-1032 -Wold Bros., principal

As requested in your letter of May 4, 1955, you will find enclosed two copies of your assignment of claim forms, properly executed, on State Highway Contracts ~~#4328~~ 42[illegible] and #4303.

We have made arrangements for Wold Bros. to complete these contracts in accordance with their contract with the State Highway Department. They will be forwarding a periodic estimate to you as usual. In accordance with the enclosed assignments, the checks for these estimates and a retainage should be forwarded to the General Casualty Company of America, 4347 Brooklyn Avenue, Seattle 5, Washington, to the attention of the undersigned.

Your cooperation in this matter has been appreciated.

Very truly yours,

A. R. Eby

A. R. Eby
Claims Department
sbm

RECEIVED
MAY 18 1955
OREGON
STATE HIGHWAY COMMISSION

ACKNOWLEDGED
H. B. GLAISYER

B

RECEIVED
MAY 18 1955
FOR FILING

8 10 17
42 [illegible]

May 4, 1955

D. W. Yocum
Resident Agent
General Casualty Company of America
P. O. Box 365
Coos Bay, Oregon

Dear Mr. Yocum:

At the request of Mr. A. L. Tebault, Claims Manager of the Portland Office of the General Casualty Company of America, I hand you herewith five copies each of assignment forms for use by Wold Bros. in assigning monies due them from the State Highway Department in connection with State Highway Contracts 4238 and 4303 covering construction of guardrail on the Rocky Point-Greggs Creek Section of the Oregon Coast Highway, Curry County, and construction of fence along the Greggs Creek-Wedderburn Section of the Oregon Coast Highway, Curry County.

When these have been signed by Wold Bros., kindly return the original and one copy each, both executed, to this office for further handling.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc
Encls.

cc: General Casualty Company of America
209 S. W. Fourth Avenue
Portland 4, Oregon

Attention: Mr. A. L. Tebault
Claims Manager

[illegible]

RECEIVED
MAY 4 1955
FOR FILING

8-1017
4238

Files 4

Mrs Lewis
note on card

May [illegible], 1955

General Casualty Company of America
Seattle, Washington

Attention: Mr. [illegible], Claims Department

Gentlemen:

This is to acknowledge your registered letter of April 26, 1955, requesting that no further payments be made to Gold Brothers in connection with State Highway Contract No. [illegible] (Creggs Creek Fencing Project) and Contract No. 4328 (Guardrail construction Rocky Point to Creggs Creek) without your prior written consent and approval. Your request is approved, and our Auditor is being instructed accordingly today.

4238

In the second paragraph of your letter, you mention an assignment given to you by the contractor at the time the bond was written. In the past, we have not honored that form of assignment, but have required assignment on the State Highway Commission standard form. We will be pleased to forward you forms for execution by the contractor upon request.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HLC:[illegible]

cc: C. H. Maison
Floyd Query

NOTED ON CARD

* AIR MAIL *

GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE CO. OF AMERICA
GENERAL CASUALTY COMPANY OF AMERICA

[illegible]
[illegible]
W. [illegible] CAMPBELL
PRESIDENT

April 28, 1955

REGISTERED MAIL
RETURN RECEIPT REQUESTED

Oregon State Highway Department
Salem, Oregon

Attention H. B. Glaisyer, Secretary

Gentlemen:

Bond # 319030 - Contract # 4303 -
Greggs Creek Fencing project
Curry County
Bond # 314749 - Contract # 4238 -
Guard Rail, Rocky Point to Greggs
Creek, Principal, Wold Brothers

We are the Surety for Wold Brothers on their bond guaranteeing the performance of the work and payment for labor and material on these two jobs. You have notified us of the claim filed by the R. M. Wade & Company in the amount of $5,000 on Contract # 4303. In addition, we have been notified of the contractor's inability to pay other obligations incurred by him in the completion of both jobs.

In view of this claim, and because of the assignment given to us by the contractor, at the time the bond was written, of all moneys due or to become due under the contract, in the event of default, and pursuant to our rights as surety, we ask that you make no further payments to the contractor without our prior written consent and approval.

We are attempting to investigate this situation more thoroughly, and will advise you of our position at the time our investigation is completed.

* AIR MAIL *

Thank you for your attention to this matter.

Very truly yours,

a. R. Eby

A. R. Eby
Claims Department
pk

ECEIVED
OCT 4 - 1954
FOR FILING

September 30, 1954

Wold Bros.,
Route 1, Box 238
Bandon
Oregon

Gentlemen:

We enclose herewith a fully executed copy of Contract No. 4238, which was awarded to you August 9, 1954 by the State Highway Commission, covering guard rail construction on the Rocky Point-Greggs Creek Section of the Oregon Coast Highway in Curry County. This copy is for your files.

A copy of this contract is also being sent to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

dc

ECEIVED
OR FILING

42

August 11, 1954

Wold Brothers
R.R. 1, Box 238
Bandon, Oregon

Gentlemen:

The State Highway Commission on August 9, 1954 awarded to you State Highway Contract No. 4238 for Rocky Point-Greggs Creek Guard Rail Project on the Oregon Coast Highway in Curry County. This award was based on your bid of $54,000 which was the low bid submitted to the Commission on that day for this project.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By
Floyd Query, Assistant Secretary

mm
cc: H. G. Smith
[illegible] H. Probert
R. G. Savage-[illegible]AC

UI-78(16) S. Umpqua River-Fairgrounds 1954
Roadside Improvement Project,
#4239 Pacific Hwy.

RECEIVED
FEB 8
FOR FILING

U1-23(H)

4230

FORM E-130 20M REVISED 2-50

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

February 8, 1956

Ernest Ferrante & Co.
3908 S. E. Dybee
Portland, Oregon

Gentlemen:

The State Highway Commission at its meeting held on January 26 had under discussion your request for an extension of time from July 1 to November 9, 1955 within which to complete your contract No. 4230. for roadside improvement on the South Umpqua River-Fairgrounds Unit, Ready-Shady Section of the Pacific Highway in Douglas County.

We are pleased to inform you that the State Highway Commission granted your request. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Tom Edwards,
Division Engineer

E. T. Keasey,
Resident Engineer

Forrest Cooper,
Construction Engineer

RECEIVED
JAN 23 1956
FOR FILING

[illegible]

[illegible]

January 20, 1956

Request for extension of time
No. 21
January 26 and 27 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Ernest Ferrante & Sons for an extension of time on the South Umpqua River-Fairgrounds Unit, Deady-Shady Section, roadside improvement project, Contract No. 4239, from July 1, 1955 to November 9, 1955.

Unusually wet weather in the spring prevented the lawn planting and, also, some shrubs needed to be replaced which could not be done until the proper season of the year.

The State has suffered no inconvenience nor excess cost because of the overrun, and I recommend the extension be granted without penalty. Mr. C. G. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attachment

cc Mr. Forrest Cooper

EAP:dt lg

RECEIVED
JAN 6 1956
FOR FILING

78 (16)
4239

January 3, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on the South Umpqua River-Fairgrounds Roadside Improvement, Contract No. 4239, Oregon UI-78 (16), from July 1, 1955 to November 9, 1955, Ernest Ferrante & Sons, contractors.

Unusually wet weather in the spring prevented planting of the lawns, and also, some shrubs needed to be replaced and this work could not be done until the proper season of the year.

The State has suffered no inconvenience nor excess cost because of the overrun, and I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

cc to: Forrest Cooper

RECEIVED
FEB 7 1956
FOR FILING

4I-78 [illegible]
4-[illegible]

OREGON STATE HIGHWAY DEPARTMENT

(date) December 20, 1955

(CONTRACT NO.) 4239

(EST. NO.) 5-Final

(CONTRACTOR) Ernest Ferrante & Co.

(VOUCHER NO.) 25245

(WARRANT NO.) R-138638

(AMOUNT) $ 1,265.26

(DATE) 12/20/55

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: July 1, 1955

Time Extensions: to Nov. 9, 1955 without penalty

Completion Date: Nov. 9, 1955

Date Accepted: Jan. 26, 1956

Penalties: None of record

Claims: None of record

Remarks:

Date: 1-31-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed:

Ruth Rawlings

RECEIVED
DEC 13 1955
FOR FILING

[illegible]
4-21

December 13, 1955

CERTIFIED MAIL

The Fidelity & Casualty Company of New York
80 Maiden Lane
New York 8, N. Y.

Gentlemen:

State Highway Contract No. 4239 for work performed on South Umpqua River-Fairgrounds Unit, Deady-Shady Section of the Pacific Highway in Douglas County was completed by the contractor, Ernest Ferrante & Co., on November 9, 1955 but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $1,265.26 will be released to the contractor after acceptance by the Commission. The total contract amount is $28,502.54 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Pallett, Fisher & Carlo, Inc.
U. S. National Bank Bldg.
Portland 4, Oregon

ON CARD

RECEIVED
NOV 15 1955
FOR FILING

U1-78(16)
4231

November 15, 1955

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on November 9, 1955, on Contract No. 4239, South Umpqua River-Fairgrounds Unit, Deady-Shady Section, in Douglas County, in connection with Federal Aid Project No. UI-78(16).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DBF:la

cc: John Cattrall

Form 3-1—10M

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

Section So. Umpqua River - Fairgrounds Unit Deady - Shady Section

For Week Ending Sept. 10, 1955

Highway Pacific

Kind of work Roadside Improvement

Contractor Ernest Ferrante & Sons

Section prefix 10 - 1097

Date of contract August 9, 1954

Contract number 4239

Date work started October 7, 1954

Date of completion July 1, 1955

Project authorization $ 37,712.78

Exclusive of Engineering $ 35,030.70

Estimated date of completion October 15, 1955

Per cent of time elapsed Overran %

Estimated cost of completed project, exclusive of engineering $ 30,296.07

Per cent of contract completed, based on total contract price 99.9 %

Engineering authorization $ 2,681.78

Engineering cost to date $ 1,118.28, 42 %

Date project was completed, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The installation of the timing units in the automatic sprinkler control units on this project on Tuesday of this week completed all contract work with the exception of the replacement of a considerable amount of shrubbery which will be planted as soon as practicable.

The semi-final estimate on this project was submitted today inasmuch as there are no further pay items to be allowed. Notification of completion of the project will be withheld until such time as the replacement of the shrubbery has been made and accepted by the landscape division.

No further weekly reports will be submitted on this project.

NOTED
H. G. SMITH

NOTED
FORREST COOPER

NOTED
W. T. WRIGHT

RECEIVED

Signed C. T. Keasey
C. T. Keasey

Address Roseburg

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 77080

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday			

RECEIVED
OCT 15 1954
FOR FILING

UI-78 (16)

October 14, 1954

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on October 7, 1954 on Contract No. 4239, South Umpqua River-Fairgrounds Unit, Deady-Shady Section, in Douglas County, in connection with Federal Aid Project No. UI-78 (16).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

DBP:ia

RECEIVED
OCT 4 - 1954
FOR FILING

II-90 (4)
[illegible]

September 30, 1954

Ernest Ferrante & Company
3908 SE Bybee
Portland
Oregon

Gentlemen:

We enclose herewith a fully executed copy of Contract No. 4239, which was awarded to you August 9, 1954 by the State Highway Commission, covering roadside improvement on the South Umpqua River-Fairgrounds Unit of the Deady-Shady Section of the Pacific Highway in Douglas County. This copy is for your files.

A copy of this contract is also being sent to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

dc

RECEIVED
FOR FILING

[illegible]

4221

August 11, 1954

Ernest Ferrante & Co.
3908 S. E. Bybee
Portland 2, Oregon

Gentlemen:

The State Highway Commission on August 9, 1954 awarded to you State Highway Contract No. 4239 for South Umpqua River-Fairgrounds Roadside Improvement Project on the Pacific Highway at Roseburg in Douglas County. This award was based on your bid of $31,792.20 which was the low bid submitted to the Commission on that day for this project.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By
Floyd Query, Assistant Secretary

mm
cc: H. G. Smith
S. H. Probert
R. G. Savage - IAC

9

File

OREGON DISTRICT

UI-78(16)

4239

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

August 9, 1954

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence as of this date in award of contract on Oregon Project UI-78(16), South Umpqua River-Fairgrounds Unit, Deady-Shady Section of the Pacific Highway, Contract No. 4239, to Ernest Ferranto and Co., Portland, Oregon, low bidder in the amount of $31,792.20.

Very truly yours,

C G Polk
C. G. POLK
District Engineer

RECEIVED
AUG 16 1954
OREGON
STATE [illegible]

File

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

UI - 78 (16)
4239

July 23, 1954

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved P. S. and E. documents for Oregon Project UI-78(16), (Roadside Improvement) South Umpqua River-Fairgrounds Unit of the Pacific Highway.

Our approval of P. S. and E. documents and authorization for advertising are given subject to the condition that the cost of furnishing and installing automatic sprinkler controllers will be excepted from Federal-aid if later found to be ineligible.

This is to authorize your advertising for bids.

Very truly yours,

Polk

C. G. POLK
District Engineer

BFI-78(22) Shady Bridge over S. Umpqua 1954
River, Pacific Hwy.
#4240

RECEIVED
OCT 8 - 1971

FOR FILING

BFI 7713

4240

Salem, Oregon
October 8, 1971

Mr. R. W. Ellison
Bridge Administration Engineer

BUILDING

You requested a determination of the financing for the two structures over the South Umpqua River at Shady.

The northbound structure (Bridge No. 7713) was financed with State Highway Bonds under Contract No. 4240. It was contracted on August 9, 1954 and completed on October 14, 1955. The project was later authorized as Interstate work and is now Federal-aid Project I-5-3(36)121. The Federal-aid participation was based on 50% Federal funds and 50% matching funds, which in Oregon becomes approximately 60% and 40% when the Federal lands are taken into consideration. With a total cost of $378,851, Federal funds in the amount of $231,179 were collected. The federal funds were from those authorized as Interstate following the 1956 Highway Act.

The southbound structure at Shady (Bridge No. 7713A) was built as part of Contract 6380. The contract was awarded on Jan. 30, 1964 and completed April 5, 1965. The project was authorized as Federal-aid Project I-5-3(59)121 in January 1964. The total cost of the project was $660,599 with $606,917.51 in Federal funds. Three structures in addition to the Shady Bridge were included. When the items for the Shady Bridge alone are totaled and the engineering is prorated, the cost of the southbound Shady Bridge alone is $497,326. Assuming the same participating cost as on the total contract, the Federal funds are $456,962.

ORIGINAL SIGNED BY
W. H. Tebeau
W. H. Tebeau
Assistant Program & Planning Engr.

JAR:dg

cc R. N. Chase
J. A. Rowland

RECEIVED
APR 18 1956
FOR FILING

[illegible]
4240

April 17, 1956

Southern Pacific Company
65 Market Street
San Francisco 5, California

Attention: Treasurer—Pacific Lines

Gentlemen:

Re: Shady Overcrossing Project
Audit No. 94673

Your Bill No. 435333, final for work on the above project, has been forwarded this date to the Bureau of Public Roads for audit. No retained percentages held on your previous bills on this project will be released until such time as we have the Bureau of Public Roads' audit report. We will advise you as soon as the same is received.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

CAG/dp

cc C. A. Gardner

RECEIVED
APR 18 1956
FOR FILING

FI-78( )

4240

April 17, 1956

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Re: Shady Bridge over South Umpqua River
F.A.P. Oregon HFI-78(22)

Attached hereto is a copy of Southern Pacific Company's Bill No. 425333, final for their work on the above project. Will you please have this bill audited for us.

We are sending along a copy of the State/Railroad agreement, dated December 7, 1953, for the project. If the auditor needs copies of the construction contract, construction plans or any other information concerning the project to make the audit, please advise us and we will send it along.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Deputy State Highway Engineer

CAG/dp

Attached

cc C. A. Gardner

6

Files

RECEIVED
DEC 29 1955
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
December 27, 1955

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
4240	16-Final	Peter Kiewit Sons' Co.	
(VOUCHER NO.)	**(WARRANT NO.)**	**(AMOUNT)**	**(DATE)**
24832	R-139200	$ 12,726.85	12/27/55

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: Sept. 30, 1955

Time Extensions: to Oct. 31, 1955 without penalty

Completion Date: Oct. 14, 1955

Date Accepted: Nov. 3, 1955

Penalties: None of record

Claims: None of record

Remarks:

Date: 12-28-55

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed:

Ruth Rawlings

NOTED ON CARD

RECEIVED
DEC 15 1955
FOR FILING

FFI- [illegible]
[illegible]

December 14, 1955

CERTIFIED MAIL

Central Surety & Insurance Corp
P. O. Box 207
Kansas City 10, Mo.

Gentlemen:

State Highway Contract No. 4240 for work performed on South Umpqua River Bridge, Deady-Shady Section of Pacific Highway in Douglas County, was completed by the contractor, Peter Kiewit Sons' Company, on October 14 and was formally accepted by the Highway Commission on November 3, 1955.

Final payment in the amount of $12,726.85 will be released to the contractor on or after December 24, 1955. The total contract amount is $354,417.89, of which amount $363.70 represents force account items.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: C. A. Tomassene & Sons
1002 Cascade Bldg.
Portland 4, Oregon

NOTED ON CARD
gl.

RECEIVED
NOV 23 1955
FOR FILING

PF1-7X(22)
4240

FORM E-120 REVISED

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

November 21, 1955

Peter Kiewit Sons' Co.
8th & Douglas
Longview, Washington

Gentlemen:

The State Highway Commission, at its meeting held on November 3, had under discussion your request for an extension of time from September 30, 1955 to October 31, 1955 within which to complete your contract No. 4240, for constructing the South Umpqua River Bridge on the Pacific Highway in Douglas County.

We are pleased to inform you that the State Highway Commission granted your request without penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Tom Edwards,
Division Engineer

H. M. McClure,
Resident Engineer

[illegible] M. Stephenson,
Bridge Engineer

RECEIVED
NOV 15 1955
FOR FILING

EFI 78(24)
4-4

November 15, 1955

CERTIFIED MAIL

Central Surety & Insurance Corp.
P. O. Box 207
Kansas City 10, Mo.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Peter Kiewit Sons' Co. in connection with contract No. 4240, for constructing South Umpqua River Bridge on the Pacific Highway in Douglas County. This payment, in the amount of $15,775.50, will be released to the contractor on or after November 25, 1955. The retained percentage is $10,567.76.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: C. A. Tomassene & Sons
1002 Cascade Bldg.
Portland 4, Oregon

[illegible]

gl

RECEIVED
OCT 17 1955
FOR FILING

[illegible]
[illegible]

October 14, 1955

Request for extension of time
No. [illegible]
November 3 and 4 meeting.

Oregon State Highway Commission

Gentlemen:

Re: Shady Bridge
Contract No. [illegible]

Peter Kiewit Sons' Company, contractor on the Shady Bridge over the South Umpqua River on the Pacific Highway in Douglas County, has requested an extension of time from September 30, 1955, to October 31, 1955, in which to complete the contract.

The contractor has been delayed by the unavailability of skilled cement finishers. All work on this structure, with the exception of finishing a portion of the concrete surfaces, was completed before the specified completion date. The structure was opened to traffic at [illegible] p.m. on September 30. There is no inconvenience to the traveling public.

It is recommended that this extension be granted without penalty. Attached is the concurrence of the Bureau of Public Roads in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB/dp
Attached

FOR FILING

8F-1-78(54)

4240

5646

ASSIGNMENT

Date: January 28, 1955 No. 5646 By WCW

Description: Seven copies of Western Union Bill No. 72 in the amount of $1107.03 on overpass south of Roseburg.

W. C. WILLIAMS

Acknowledged by ____ Referred to Gardner ✓

☐ Investigate and report with recommendation
☒ Such action as necessary and report
☐ Comment or recommendation
☐ Return with rough draft of reply
☐ Prepare reply for signature of Mr. ________
☐ Contact correspondent and report

Remarks: Bill being forwarded for payment. Leary

PLEASE RETURN TO W. C. WILLIAMS

Executed Rt'd 1-31-55 Report Received ________

RECEIVED
DEC 21 1954
FOR FILING

[illegible]-78 (22)
4240
5-11

ASSIGNMENT

Date: **December 14, 1954** No. 5561 By____

Description: **Southern Pacific Company Bill No. 431461 in the amount of $347.31 (6 copies) for cost of labor and material ~~furn~~ furnished in connection with overpass at Shady, Oregon.**

Acknowledged by____ Referred to **Gardner**

__ Investigate and report with recommendation
XX Such action as necessary and report
__ Comment or recommendation
__ Return with rough draft of reply
__ Prepare reply for signature of Mr.________
__ Contact correspondent and report

Remarks: Bill being processed for payment by [illegible]

PLEASE RETURN TO
W. C. WILLIAMS

NOTED
W. C. WILLIAMS

Executed__________ Report Received__________

Form PR 2 (Revised 1950)

88 14 7

State Oregon

Federal Aid Bond Issue Project No. BFI-78(22)

U. S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 22nd day of November, 1954, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Bureau of Public Roads, Department of Commerce, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 19th day of February, 1954, a program, which was approved on the 11th day of March, 1954, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the act, has furnished surveys, plans, specifications, and/or estimates for said project which were ~~recommended for approval~~ approved by the District Engineer of the Bureau of Public Roads on the 23rd day of July, 1954; and

Whereas the ~~Division~~ District Engineer of the Bureau of Public Roads has approved said surveys, plans, specifications, and/or estimates, and the sum of two hundred thirty-four thousand and 00/100 dollars ($234,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(a) By the State Proceeds of bonds as follows:

(Include date and citation of act of legislature by which authorized)

Authorized by Chapter	Oregon Laws	Amount	Date of Issue	Beginning Date of Maturities
491	1951	$15,000,000	Oct. 1, 1951	Oct. 1, 1952
491	1951	15,000,000	Mar. 1, 1952	Mar. 1, 1953
491	1951	10,000,000	Mar. 1, 1953	Mar. 1, 1954
20	1953	32,000,000	Sept. 1, 1953	Sept. 1, 1954

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 2734+34 and survey station 2743+80.5, all in the NE 1/4, Section 2, T. 28 S., R. 6 W., W.M., without exception,

, length 0.179 miles, in Douglas County, being Oregon Federal Aid / Bond Issue project No. BFI-78(22), consisting of 0.000 miles of roadway and one bridge of more than 20 feet clear span, 0.179 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Bureau of Public Roads and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Bureau of Public Roads.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of **two hundred thirty-four thousand and 00/100** dollars ($234,000.00), which does not exceed the authorized Federal pro rata share of **three hundred ninety thousand, nine hundred sixty-seven and 50/100** dollars ($390,967.50), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. No payments hereunder will be made to the State as the construction of said project progresses or immediately upon its completion, and no present or immediate obligation is created by this agreement against Federal-aid funds apportioned and now unobligated and available to the State, the purpose and intent of this agreement being to provide aid to the State, as authorized by section 5 of the Federal-Aid Highway Act of 1950, in retiring annual maturities of the principal indebtedness of the bonds mentioned in Article I hereof, and as such bonds mature annually and the State requests Federal reimbursement pursuant hereto to aid in meeting such annual maturities and certifies that such bonds have been retired the Bureau of Public Roads will submit vouchers to the Secretary of the Treasury for payment to the State Treasurer, hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon, of such sums based on such annual maturities as the State shall request and as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Bureau of Public Roads after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. If in any year no Federal funds apportioned to the State shall be unobligated and available from which payments hereunder may be made there shall be no obligation on the part of the Federal Government hereunder on account of bond maturities for that year.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest
H B Glaisyer
SECRETARY

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Ben R Chandler
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By
Division Engineer,
Bureau of Public Roads.

NOV 17 1954
NOV 24
RECEIVED
OCT 15 1954

Oregon State Highway Department

Federal Aid Project
No. BFI-78 (22)

SHADY BRIDGE (SOUTH UMPQUA RIVER)

ON THE PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, September 23, 1954

Type Code X332
Shady Bridge (Sta. 2734+34.00 to Sta. 2743+80.50)(Contract No. 4240)

All Required	Shoring, Cribbing, Etc.		$ 14,000.00
2,070 cu.yd.	Structural Excavation	$ 6.00	12,420.00
200 cu.yd.	Excavation Below Elevation Shown	10.00	2,000.00
120 lin.ft.	Furnish Steel Piling	5.00	600.00
4 only	Drive Steel Piles	90.00	360.00
2,400 cu.yd.	Class "A" Concrete	66.00	158,400.00
490,000 lbs.	Metal Reinforcement	0.105	51,450.00
245,000 lbs.	Structural Carbon Steel	0.185	45,325.00
285,000 lbs.	Structural Low Alloy Steel	0.185	52,725.00
1,910 lin.ft.	Metal Rail	9.50	18,145.00
	Subtotal		$355,425.00
	10% Engr. & Cont.		35,542.50
	Total		$390,967.50

Length of Structure 0.179 miles

Federal Funds- -	$234,000.00
State Funds- -	156,967.50
	$390,967.50

State Funds for Const: Chap. 175, laws 1917, Chap. 31, laws 1920; Chap. 529, laws 1939; Chap. 491, laws 1951; Chap. 20, laws 1953.

State Funds for Maint: Chap. 529, laws 1939.

July 23, 1954

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved P. S. and E. documents for Oregon Project BFI-78(22), Shady Bridge over South Umpqua River on the Deady-Shady Section of the Pacific Highway. This is to authorize your advertising for bids.

Approval of P. S. and E. documents and authorization for advertising are given with the understanding that a reasonable deduction will be made on the final estimate for the costs incurred in connection with the hauling, assembling and installing of the State-furnished finger plate assembly to be used at the expansion joint above Pier 1. The deduction to be based on the legal ton-mile rate for haul and reasonable per-pound cost for installation.

Concurrence in award of contract will be withheld pending notification that rights of way or rights of entry have been acquired.

Very truly yours,

C. O. POLK
District Engineer

RECEIVED
AUG 4 1954
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Department

Federal Aid Project
BFI-78 (22)

SHADY BRIDGE (SOUTH UMPQUA RIVER)

ON THE PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, July 21, 1954

Type Code X332
Shady Bridge (Sta. 2734+34.00 to Sta. 2743+80.50)

All Required		Shoring, Cribbing, Etc.		$ 14,000.00
2,070	cu. yd.	Structural Excavation	$ 6.00	12,420.00
200	cu. yd.	Excavation Below Elevation Shown	10.00	2,000.00
120	lin. ft.	Furnish Steel Piling	6.00	720.00
4	only	Drive Steel Piles	100.00	400.00
2,400	cu. yd.	Class "A" Concrete	62.50	150,000.00
490,000	lbs.	Metal Reinforcement	0.11	53,900.00
245,000	lbs.	Structural Carbon Steel	0.21	51,450.00
285,000	lbs.	Structural Low Alloy Steel	0.22	62,700.00
1,910	lin. ft.	Metal Rail	12.00	22,920.00
			Subtotal	$370,510.00
			10% Engr. & Cont.	37,051.00
			Total	$407,561.00

Length of Structure 0.179 mile

Federal Funds	$234,000.00
State Funds	173,561.00
	$407,561.00

RECEIVED
OCT 4 - 1954
FOR FILING

Mrs Lewis

September 29, 1954

Peter Kiewit Sons' Co.
P. O. Box 491
Longview, Washington

Attention: Mr. Ivan W. Breunsbach

Gentlemen:

In reply to your inquiry of September 28, 1954 attached hereto is your executed copy of State Highway Contract No. 4240 for construction of the Shady Bridge on the Deady-Shady Section of the Pacific Highway in Douglas County. This contract, along with others, was signed by the State Highway Commission at its meeting last Thursday, September 23rd.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

jmc

Encl.

PETER KIEWIT SONS' CO.
CONTRACTORS
ESTABLISHED 1884
HOME OFFICE-OMAHA, NEBRASKA
P.O.Box 491
LONGVIEW, WASHINGTON

Sept. 28, 1954

Oregon State Highway Commission
State of Oregon
Salem, Oregon

Re: Contract No. 4240
Shady Bridge No. 7713
Serial Letter L-3

Gentlemen:

When checking our files, we find no record of having received a fully executed copy of the contract covering work to be performed on the above project.

We would appreciate having you advise us of the status of this contract.

Yours very truly,

PETER KIEWIT SONS' CO.

By Ivan W Breunsbach
Ivan W. Breunsbach

IWB:md
cc: Res. Eng.
Job
File

RECEIVED
SEP 29 1954
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 14 1954
FOR FILING

BFI-8 (22)
4240

C
O
P
Y

Sept. 9, 1954

NOTED
State Highway Engineer

Mr. L. P. Hopkins, Superintendent
Southern Pacific Railroad Co.
Union Station
Portland 9, Oregon

Dear Sir:

We have recently been awarded a contract to construct the new state highway bridge at Shady, Oregon.

We are submitting herewith a sketch showing the location of our proposed access road along the right of way of the Southern Pacific paralleled to the railroad track maintaining a clearance of 8' 6" from center line of track. We further propose to construct a barricade to insure that this clearance will not be impaired or use any means required by you to insure the safety of this operation.

We estimate that it will require about two years to complete our work and therefore request that the lease be made to cover that period of time.

Yours very truly,

PETER KIEWIT SONS' CO.

By ______________________________
Ivan W. Breunsbach

cc: job
file
State of Oregon

(copy referred to Paxson)

RECEIVED
AUG 16 1954
FOR FILING

BFI-78 (22)
4240

August 11, 1954

Peter Kiewit Sons Co.
Box 491
Longview, Washington

Gentlemen:

The State Highway Commission on August 9, 1954 awarded to you State Highway Contract No. 4240 for construction of Shady Bridge over South Umpqua River on Pacific Highway in Douglas County. This award was based on your bid of $355,425 which was the low bid submitted to the Commission on that day for this project.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By
Floyd Query, Assistant Secretary

mm
cc: H. G. Smith
S. H. Probert
G. S. Paxson
R. G. Savage-SIAC

STATE OF OREGON

MICROFILMED PUBLIC RECORD

(In accordance with the provisions of ORS 192.040 through 192.070)

Name of Agency: Oregon Dept. of Transportation

Title of Record Series: Construction Contracts

Arrangement of Records: By Contract Number

Index:

INDEXING: Begins with: Contract # 4194 Ends with: Contract # 4240

FLASH CARDS: Begins every Contract

Remarks:

Reel No. 72 Reduction Ratio 21:1 Project No.

Camera: Name Bell & Howell Model File Master Film Recordak AHU MICROFILM 1460

CAMERA OPERATOR'S CERTIFICATE

Certification: I hereby certify that I have on this 23rd day of December 1980 photographed the documents appearing on this roll of film, that they are true copies of documents, found in the record file described above, and that the integrity of the above described record file has been maintained on the film by microfilming each document in the exact order in which it was found in the file - with the exception, if any, of documents omitted because of technical difficulties and/or by error, as indicated on the film in the cross-reference notes or retake certificate.

I hereby further certify that the microfilm on which these documents are recorded was procured as permanent film of the slow burning cellulose ester or polyester type known as safety photographic film, conforming to applicable standards of the American National Standards Institute; and that the processing conforms to the standards for permanent film; and that samples of film processed by this service are periodically tested.

Signature